OMI

Oregon Micro-Imaging, Inc.

1790 West 11th Avenue
Eugene, Oregon 97402
☎ (503) 687-9585
FAX (503) 687-0304

START

OF

ROLL

ROLL

238

AGENCY
NAME: ODOT
Support Services

SERIES TITLE: Contracts

FIRST RECORD
ON REEL: Contract #
9587

REDUCTION
RATIO: 21X

1983 Jenny Cr. Br. Sec. of 9587
Green Springs Hwy. approx. 21 mi.
east of Ashland. (Grad, Pav. & Struc.)

9587 bi cc: OSHD (Rulien)

STATE COPY

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	**REPORT NO.** 2	**COUNTY** JACKSON	**DIVISION** OREOGN
DATE OF REPORT June 5, 1987	**REPORT MADE BY** 6-5-87 Richard R. Arnold, Area Engineer		**PROJECT NO.** BRF-15(9)
COMPLETION DATE (Actual) June 5, 1984	**ACCEPTANCE DATE BY CONRTACT AGENCY** August 19, 1985	**TIME ELAPSED** 116 %	**CONTRACT TIME** 180 CD 59.5 CD Extension
LOCATION SEE BELOW			

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

JENNY CREEK BRIDGE
GREEN SPRINGS HIGHWAY

Work completed under this project consisted of the construction of roadbed grading, asphalt treated base, asphalt concrete pavement, a 36 foot wide by 95 foot long reinforced concrete structure, and other incidental work common to this type project.

A contract in the amount of $337,906.50 was awarded Ausland Construction Inc., Grants Pass, Oregon on February 2, 1983. Work began on March 11, 1983, and was completed in reasonably close conformance with the approved plans and specifications, including approved changes, at a final cost of $428,205.49 which includes $349,941.01 for original bid item work.

A total of 278 calendar days were used in completing the work as compared to the 180 calendar days allowed under the contract. A 59.5 calendar day time extension was approved on April 19, 1984 leaving 38.5 days for which liquidated damages in the amount of $5,775.00 was assessed.

An explanation of overruns and underruns is attached to the Division office copy of this report.

RECEIVED
STATE HWY ENGR
JUN 9'87
REFER TO Fredrickson
FOR

cg
6/16

ACCEPTANCE OF PROJECT IS RECOMMENDED	**ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION**
SIGNATURE Richard R. Arnold	**SIGNATURE** John T. Price
TITLE AREA ENGINEER — **DATE** 6/8/87	**TITLE** DISTRICT ENGINEER — **DATE** 6/9/87

FORM FHWA 1446B
(Rev. 2-84)

PREVIOUS EDITIONS MAY BE USED.

9587

N

October 23, 1985

Ausland Construction, Inc.
P. O. Box 437
Grants Pass, OR 97526

CON 5

Re: Final Contract Payment
Jenny Creek Bridge
Contract No. 9587

This is in response to your October 10, 1985 letter relative to final payment on the above contract.

The following is a listing of pertinent dates and events that relate to the final payment on this contract:

A. June 5, 1984; on-site work completed.

B. October 9, 1984; Ausland Construction, Inc. notified to submit required labor compliance documents.

C. March 11, 1985; contract labor compliance accepted by Highway Division.

D. August 29, 1985; Final Payment Certificate received by Ausland Construction, Inc. for signature.

E. September 16, 1985; signed Final Payment Certificate received by Highway Division.

F. October 24, 1985; date of expected final payment.

The final payment on this contract has been delayed longer than normal for several different reasons. The first delay was due to a subcontractor's non-compliance with the required submittal of certain payroll data. This was resolved on March 11, 1985. The final payment on the contract could not be made prior to the resolution of the labor compliance issue.

The other delays are primarily related to the processing and checking of the final project records and computer program problems. These delays are not the responsibility of Ausland Construction, Inc.

The final payment on this contract will include the return of the balance of your retainage; interest earned from the interest-bearing account; and interest at the rate of 1-1/2% per month from April 10, 1985 until the date of final payment due to late payment (as provided by ORS 279.575). In other words, the total annual interest earned on the balance of your retainage will amount to about 24%, and not the 12.6% indicated in your letter.

I regret the delays in making final payment under this contract and I do realize the importance of money payments to our contractors for work performed. I have recently taken steps to expedite final contract payments. The delays can, and should, be minimized, but cannot be totally eliminated on public works contracts.

Larry Rulien
State Highway Engineer

LR:OBJ:mk

bc: C. O. Fredrickson
Jim Gix
Ron Busey

10235M

OFFICE
208 N.W. SIXTH STREET
ROOM 5

TELEPHONE
476-7475
476-2313

AUSLAND CONSTRUCTION INC.

Contractors and Engineers

P. O. BOX 437
GRANTS PASS, OREGON 97526

October 10, 1985

Department of Transportation
Transportation Building
Salem, Oregon 97310

Re: Jenny Creek Bridge Section of
the Green Springs Highway
OSHD Contract 9587

Attention: R. W. Gormsen
Commission Services

We completed the above project in May of 1984 and still have yet to receive final payment. Seventeen months or almost a year and a half is just too long of a wait.

Our last correspondence from you said that payment would not be before September 3, 1985. We want to know when we will be paid, not when we won't be paid. According to your statement, we may have to wait another year or so.

You have placed our retainage in an account that is paying between six and seven percent interest which was correct during the course of the work. ORS 279.575 paragraph 3 however, states in part that "the public contracting agency shall pay to the contractor interest at the rate of one percent per month on the final payment due the contractor interest to commence 30 days after the work under the contract has been completed and accepted and to run until the date when the final payment is tendered to the contractor." One percent a month interest figures out to about 12.6% annual interest not the six to seven percent that we're not getting.

We are tired of complaining! We want our money now!

Sincerely,

AUSLAND CONSTRUCTION, INC.

John M. Ausland

John M. Ausland
President

JMA mt
cc Employers if Wausau

OFFICE
208 N.W. SIXTH STREET
ROOM 5

TELEPHONE
476-7475
476-2313

AUSLAND CONSTRUCTION INC.

Contractors and Engineers

P. O. BOX 437
GRANTS PASS, OREGON 97526

October 10, 1985

Representative George E. Trahern
4011 Williams Highway
Grants Pass, Oregon 97527

Dear Representative Trahern:

Enclosed is a copy of our letter to the Oregon State Highway Division complaining about the delay in final payment for a project that we completed almost a year and a half ago.

Please notice that we are also not accumulating the 1% per month interest as required by Oregon Statute.

Because of the poor business activity for the past four years, we have been desperate for cash for some time now. We have often had to borrow money at very high interest rates (14%) just to make our payroll. It is unfair that the State can hold money that is rightfully ours forever and then pay us only 6 or 7 percent interest.

Please see what you can do to straighten this mess out and get us our money.

Thank you.

Sincerely,

AUSLAND CONSTRUCTION, INC.

John M. Ausland

John M. Ausland
President

JMA mt

9587

N

August 27, 1985

Employers Insurance of Wausau
2000 Westwood Drive
Wausau, WI 54401

CON 5
#9587

Contract No. 9587 awarded to Ausland Construction, Inc. for work on the Jenny Creek Bridge Section of the Green Springs Highway in Jackson County was completed on March 11, 1985 and accepted by the State Highway Division on August 19, 1985.

Final payment will be released to the contractor as soon as payment processing can be completed, but not before September 3, 1985.

No claims for labor or material have been filed with us against the performance bond on this contract.

R. W. Gormsen
COMMISSION SERVICES

RWG/arc

cc: Ausland Construction, Inc.
P.O. Box 437
Grants Pass, OR 97526

Employers Insurance of Wausau
9400 S.W. Beaverton Hwy., Suite 300
Beaverton, OR 97005

bc: C. O. Fredrickson
Walt Hart
V. E. Skoog Attn: Frank Griffin
James Gix

July 30, 1984

CON

Ausland Construction, Inc.
P.O. Box 437
Grants Pass, OR 97526

Time Extension Request
Jenny Creek Bridge
Contract No. 9587
FAP No. BRF-15(9)

your request for additional contract time in which to complete the above project has been carefully considered. You have requested a contract time adjustment of an additional seven calendar days due to rain during the period from November 1 to November 7, 1983.

There have been three previously granted additions to the contract time on this contract amounting to a total of 59.5 calendar days. The adjusted contract time of completion for this project expired at noon, October 24, 1983. We agree with your statement that the work should have been completed in October, 1983. It was not. Your request for additional contract time due to wet weather during the first week of November, 1983 is therefore denied since any such delay was caused by your failure to complete the project within the adjusted contract time.

There remains 38.5 calendar days of liquidated damages on this contract. Should you wish to review this matter further, please contact Project Manager William Maude.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:mk sl

bc H. S. Coulter
C. O. Fredrickson
Jim Gix w/att.
William Maude w/att.

STATE OF OREGON **INTEROFFICE MEMO**

Highway Division - Region 3 440-3399

TO: C. O. Fredrickson
Construction Engineer

DATE: July 9, 1984

FROM: W. J. Quinn
W. J. Quinn
Region Construction Engineer

SUBJECT: Time Extension Request
Jenny Creek Bridge

Attached, you will find a contractor's request for a time extension on subject project because of rain and wet conditions. The project manager and I do not recommend the time extension be granted based on the data supplied by the contractor.

7-24-84

W. E. Schwartz -

I concur with Region and Project Manager.

OM Jackmand

wq/cl
attach.

CE____ CAE____ RECEIVED LS____ TC____
COE____ OM____ SA____ CC____
CA________ JUL 11 1984 FE________
CAM________ MA________
CP________ CONSTRUCTION OCS________
EEO________ SECTION FILE________

9587 /

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION JENNY CREEK BRIDGE		WEEK ENDING July 28, 1984
		SECTION PREFIX 15-1037
	HIGHWAY Green Springs	COUNTY Jackson
NAME OF JOB Jenny Creek Bridge	KIND OF WORK Grading, Paving and Structure	
CONTRACTOR Ausland Construction Inc.	CONTRACT NUMBER 9587	FEDERAL AID PROJECT NUMBER BRF-15(9)
DATE OF CONTRACT February 3, 1983	DATE WORK STARTED March 11, 1983	ESTIMATED COMPLETION DATE
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS SPECIFIED CALENDAR DAYS 239.5	WORK DAYS USED CALENDAR DAYS USED 278
PROJECT AUTHORIZATION: $ 389,312.38	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED 116
EXCLUSIVE OF ENGINEERING: $ 358,441.79	ENGINEERING AUTHORIZATION $ 30,870.59	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 347,344.02	ENGINEERING COST TO DATE $ 73,017.82	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100
ESTIMATED PERCENT: OVERRUN / UNDERRUN -3 %	PERCENT OF AUTHORIZATION 236 %	DATE PROJECT WAS COMPLETED: June 5, 1984

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	.64	.64			.64
MILES PARTIALLY COMPLETED					
MILES COMPLETED	.64	.64			.64
TOTAL ESTIMATED QUANTITIES (CONTRACT)	11,115	1,780			1,120
TOTAL QUANTITIES CORRECTED TO DATE	9,000	2,290			1,659
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	9,000	2,290			1,659
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

NONE

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	NA			
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

CE F CAE RECEIVED IS TC
COE CM SA CC
CA JUL 30 1984 FE
CAM MA /
CP CONSTRUCTION
LO SECTION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

The project is substantially completed. Second notification has been submitted and a final inspection will be held in the near future. Some minor cleanup items, such as gaurd rail alignment, etc will be addressed in a punch list to the contractor. Work will begin in the office on the semi-final estimate.

SIGNED FOR MAUDE LOCATION MEDFORD

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED. SUBMIT 3 COPIES

SP*F216

9587

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 7-261	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State OREGON
PROJECT REPORT NUMBER		County JACKSON
MODIFICATION NUMBER 2	7	Project Number BRF-15(9)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 17, 19 83, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 410,203.00	$ 447,478.00
Federal funds	$ 328,161.00	$ 357,982.00
Other revisions		

This modification is made for the following reasons: To include increased construction and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 25th day of July, 1984.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Wayne Holse

Manager, Program Section
(Title)

~~By~~ FOR: H. S. Coulter

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON JULY 23, 1984

FEDERAL AID PROJECT NO. BRF-15(9)

JENNY CREEK BRIDGE SECTION
GREEN SPRINGS HIGHWAY
JACKSON COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE I000
ROADWAY (Sta. R/W 405+40.76 through Eq. Sta. R/W 405+78.70 Bk. = Sta. "L" 102+87 Ah. to Sta. "L" 106+98 and Sta. "L" 107+94 to Sta. "L" 115+17.22 Bk. = Sta. R/W 439+07.80 Ah. to Sta. R/W 439+40)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Flagmen	$ 28.35	733	$ 20,780.55	$ 1,045.50	$ 29,639.93
Trench Excavation	9.45	65	614.25	238.92	2,257.79
Aggregate Shoulders	12.60	400	5,040.00	632.56	7,970.26
Class B Asphalt Concrete	35.20	1,120	39,424.00	1,659.18	58,403.14
	SUBTOTALS		$ 65,858.80		$ 98,271.12

Increase	$ 32,412.32
Subtotal from previously Revised Project Agreement Estimate of November 7, 1983	220,027.25
SUBTOTAL	$252,439.57
Engineering	37,865.43
TOTAL	$290,305.00

TYPE CODE X080
JENNY CREEK BRIDGE (NO. 660A Sta. "L" 106+98 to Sta. "L" 107+94)

Subtotal from previously Revised Project Agreement Estimate of November 7, 1983	$136,672.30
Engineering	20,500.70
TOTAL	$157,173.00

Length of Project: Structure ------------------ 0.018 mi.
Roadway -------------------- 0.228 mi.
TOTAL 0.246 mi.

Cost of Roadway Per Mile ---------------------- $1,273,267.54

SUMMARY OF FUNDS (80%)

DESCRIPTION	TOTAL COST	FEDERAL FUNDS	STATE FUNDS
Roadway	$290,305.00	$232,244.00	$58,061.00
Structure	157,173.00	125,738.00	31,435.00
TOTAL	$447,478.00	$357,982.00	$89,496.00

Group 1: 100%
Contract No. 9587
Prefix: 15-1977
Prefix: 15-1037

WH:pf

STATE COPY

TO BE COMPLETED BY FHWA

MONTHLY TRANSACTION NUMBER 11-126

PROJECT REPORT NUMBER

MODIFICATION NUMBER

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

State OREGON

County JACKSON

Project Number BRF-15(9)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 17 , 1983 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 389,312.00	$410,203.00
Federal funds	$ 311,449.00	$328,161.00
Other revisions		

This modification is made for the following reasons: To include increase in construction costs and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 15th day of November , 1983 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Gary A. Potter

Manager, Program Section
(Title)

~~By~~ FOR: H. S. Coulter

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen. File

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON NOVEMBER 7, 1983

FEDERAL AID PROJECT NO. BRF-15(9)

JENNY CREEK BRIDGE SECTION
GREEN SPRINGS HWY. IN JACKSON COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE I000
ROADWAY (Sta. R/W 405+40.76 through Eq. Sta. R/W 405+78.70 Bk. = Sta. "L" 102+87 Ah. to Sta. "L" 106+98 and Sta. "L" 107+94 to Sta. "L" 115+17.22 Bk. = Sta. R/W 439+07.80 Ah. to Sta. R/W 439+40)

Subtotal of previous estimate of February 9, 1983 $206,334.20

PREVIOUS ESTIMATE

Flagman	250 Hour	28.35	$ 7,087.50
			$ 7,087.50

REVISED ESTIMATE

Flagman	733 Hour	28.35	$ 20,780.55
			$ 20,780.55
		Increase	$ 13,693.05
		SUBTOTAL	$220,027.25
		Engineering	33,003.75
		TOTAL	$253,031.00

TYPE CODE X080
JENNY CREEK BRIDGE (No. 660A Sta. "L" 106+98 to Sta. "L" 107+94)

Subtotal of previous estimate of February 9, 1983		$136,672.30
	SUBTOTAL	$136,672.30
	Engineering	20,499.70
	TOTAL	$157,172.00

Length of Project -- Structure ----------- 0.018 mi.
-- Roadway ------------- 0.228 mi.
TOTAL 0.246 mi.

Cost of Roadway Per Mile ----------------- $1,027,144.73

SUMMARY OF FUNDS (80%)

DESCRIPTION	TOTAL COST	FEDERAL FUNDS	STATE FUNDS
Roadway	$253,031.00	$202,424.00	$50,607.00
Structure	157,172.00	125,737.00	31,435.00
TOTAL	$410,203.00	$328,161.00	$82,042.00

Group 1: 100%
Contract No. 9587
Prefix: 15-1977
Prefix: 15-1037

RHZ:pf

7587

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 3 176	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State Oregon County Jackson Project No. BRF-15(9)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Jenny Creek Br.

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	1-5-83	0.246

OTHER *(Specify)*

FUNDS PRO RATA 80.0%

ESTIMATED TOTAL COST OF PROJECT $ 389,312.00	FEDERAL FUNDS $ 311,449.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Acting Program Section Manager
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator MAR 17 1983

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon February 9, 1983

Federal-Aid Project
No. BRF-15(9)

Jenny Creek Bridge Section
Green Springs Hwy. in Jackson County

PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (Sta. "R/W" 405+40.76 thru Eq. Sta. R/W 405+78.70 Bk = Sta. "L" 102+87.94 Ah to Sta. "L" 106+98 and Sta. "L" 107+94 to Sta. "L" 115+17.22 Bk = Sta. "R/W" 439+07.80 Ah. to Sta. "R/W" 439+40)

Mobilization	(61 %)	All Required	$ 11,327.70
Temporary Protection and Direction of Traffic		All Required	1,344.00
Temporary Signs	332 Sq. Ft.	7.35	2,440.20
Temporary Barricades	10 Each	68.00	680.00
Temporary Plastic Markers	16 Each	44.00	704.00
Flagmen	250 Hour	28.35	7,087.50
Clearing and Grubbing		All Required	1,575.00
Removal of Structures and Obstructions		All Required	2,940.00
General Excavation	11,115 Cu. Yd.	3.31	36,790.65
Extra for Selected Embankment Material	1,290 Cu. Yd.	5.78	7,456.20
Toe Trench Excavation	385 Cu. Yd.	6.30	2,425.50
Trench Excavation	65 Cu. Yd.	9.45	614.25
Grid Roller With Tractor	225 Hour	1.00	225.00
Finishing Roadbed and Slopes		All Required	2,625.00
Treated Base	1,380 Ton	34.65	47,817.00
Aggregate Shoulders	400 Ton	12.60	5,040.00
Class "B" Asphalt Concrete	1,120 Ton	35.20	39,424.00
12-inch Culvert Pipe	54 Lin. Ft.	15.75	850.50
48-inch Culvert Pipe	68 Lin. Ft.	39.90	2,713.20
Guardrail, Type 2A	1,183 Lin. Ft.	11.50	13.604.50
Guardrail, Type 3	100 Lin. Ft.	41.00	4,100.00
Guardrail Anchors, Type 1	1 Each	340.00	340.00
Guardrail Anchors, Type 2	3 Each	370.00	1,110.00
Rail End Pieces, Type B	2 Each	42.00	84.00
Rail End Pieces, Type C	1 Each	94.00	94.00
Wire Fabric	2,080 Sq. Yd.	3.15	6,552.00
Anchors Posts	80 Each	8.00	640.00
Delineators, Type 1	30 Each	21.00	630.00
			$ 201,234.20

Anticipated Items

Permanent Pavement Striping	All Required	$ 2,100.00
Temporary Erosion Control	All Required	2,000.00
Roadside Seeding and Mulching	All Required	1,000.00
		$ 5,100.00
	SUBTOTAL	$ 206,334.20
	Engineering	27,854.80
	TOTAL	$ 234,189.00

Type Code X080
Jenny Creek Bridge (No. 660A Sta. "L" 106+98 to Sta. "L" 107+94)

Mobilization	(99 %)	All Required	$ 7,242.30
Bridge Removal Work		All Required	2,800.00
Structure Excavation	285 Cu. Yd.	38.00	10,830.00
Structure Excavation Below Elevations Shown	30 Cu. Yd.	25.00	750.00
Structural Concrete, Class 3300		All Required	29,430.00
Structural Concrete, Class 4500		All Required	47,900.00
Reinforcement		All Required	17,760.00
Coated Reinforcement		All Required	11,160.00
Reinforced Concrete Bridge End Panels	160 Sq. Yd.	55.00	8,800.00
		SUBTOTAL	$ 136,672.30
		Engineering	18,450.70
		TOTAL	$ 155,123.00

Length of Project	Structure	0.018 miles
	Roadway	0.228 miles
	TOTAL	0.246 miles

Cost of Roadway Per Mile ------ $1,027,144.73

SUMMARY OF FUNDS (80%)

Description	Total Cost	Federal Funds	State Funds
Roadway	$234,189.00	$187,351.00	$ 46,838.00
Structure	155,123.00	124,098.00	31,025.00
TOTAL	$389,312.00	$311,449.00	$ 77,863.00

Group 1 100%
Contract No. 9587
Prefix: 15-1977 (PE Only)
Prefix: 15-1037

April 19, 1984

Ausland Construction, Inc.
P.O. Box 437
Grants Pass, OR 97526

CON

Time Extension Request
Jenny Creek Bridge
Contract No. 9587
FAP No. BRS-15(9)

Your request for additional contract time in which to complete the above project has been very carefully reviewed. You have requested an additional 24 calendar days of contract time due to weather and stream flow conditions that were not "reasonably predictable". After reviewing the data which you gathered and submitted, it is concluded that some of the factors which contribute to the volume of water flow in Jenny Creek were in the range of not being "reasonably predictable". It remains unknown whether or not, or to what extent, bridge work could be expected to be performed in Jenny Creek in any year during the month of February. Since some of the contributing factors were not "reasonably predictable", a contract time adjustment of an additional 24 calendar days is granted.

The adjusted contract time for completion of this contract is 239 1/2 calendar days. There remains 31 1/2 calendar days of liquidated damages under this contract.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:mk sl

bc H. S. Coulter
C. O. Fredrickson
Jim Gix w/att.
Bill Maude w/att.
FHWA w/att.
Bruce Walton

STATE OF OREGON
HIGHWAY DIVISION - REGION 3

INTEROFFICE MEMO

TO: O. B. Jackmond
Contract Administration Engineer

DATE: March 28, 1984

FROM: J. X. WILSON
Region Construction Engineer

J. X. Wilson

SUBJECT: Jenny Creek Bridge
Time Extension Request
Contract No. 9587

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Attached is the additional time request submitted by Ausland Construction Co. which we discussed on the phone.

They are asking for time from February 15 through March 10, 1983 because of weather conditions not "reasonably predictable". We previously granted 32½ days because of delays to design error with respect to Grizzly Creek culvert and 3 days because of a staking error.

These grants covered the period between March 11 and April 12.

The contractor has provided considerable precipitation data and water elevation and storage info covering Howard Prairie Reservoir which feeds Jenny Creek (also attached). He has not been able to find any records on stream flow in Jenny Creek, however. What this means is that he can't prove, nor can we, that work on the bridge could be performed in February and March during a normal winter as opposed to 1983.

Another factor to consider is that the contractor did not call for a pre-con until March 2, 17 days after day count started. If we were to grant time because of weather, perhaps we should only consider the period between March 2 and March 10.

After considering the precipitation chart showing almost twice the average amount during February and March, and not being able to prove the contractor could not have worked during a "normal" winter, I am inclined to give the benefit of the doubt and recommend granting 8 additional days. I am open to disussion.

jxw/cw
Attach.

cc Bill Maude

4-13-84

W. E. Schwartz -

contractor's submittals were extensive and indicated Howard Prairie water level and rainfall amounts both were more than was "reasonably predictable". Since Jenny creek is controlled by Howard Prairie and no stream flow records are available, it is impossible to determine if a contractor could reasonably expect to work in Jenny creek in February and March of any year. I think a "tie" goes to the contractor and recommend a time extension of 24 calendar days.

O. B. Jackmond

DATE: December 8, 1983

TO: Oregon Transportation Commission CON

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Jenny Creek Bridge Section
Green Springs Highway, Jackson County
Contract No. 9587

This federal-aid bridge replacement project is approximately 65 percent finished with completion anticipated in May of 1984. It appears at this time that the final cost will exceed the project authorization by $30,000 or 7.7 percent.

The quantity of flagging time required to protect the traveling public and the workmen during construction was seriously underestimated when the contract was set up. Flagging is an item that is very difficult to estimate because it is so dependent upon the contractor's work schedule. The item is expected to require four times the amount originally estimated, and to add more than $21,000 to the cost of the project.

The balance of the overrun is attributable to construction engineering costs which are expected to be double the amount which was set up. The overrun is due to the remote location of the project which demands approximately two hours per day in travel time for each trip, and is further aggravated by the casual pursuit of the work by the contractor.

There are sufficient funds available in the category of work and all the increase, except $6,135 is eligible for federal participation.

I recommend that the authorization be increased by $30,000 to a new total of $419,312.38. This matter will be on the consent calendar for the December 20 meeting.

HHP:mk st

bc Fred D. Miller
R. W. Gormsen
C. T. Keasey
V. E. Skoog
Jim Gix
George Bell

9587

STATE OF OREGON
Highway Construction 378-6386

INTEROFFICE MEMO
FILE:CON 5

TO: W. E. Schwartz, P.E., P.L.S.
Asst. State Highway Engineer

DATE: December 5, 1983

FROM: Duane A. Christensen
O. B. Jackmond
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Jenny Creek Bridge Section
Green Springs Highway, Jackson County
Contract No. 9587

This federal aid bridge replacement project is approximately 65 percent finished with completion anticipated in May of 1984. It appears at this time that the final cost will exceed the project authorization by $30,000.00 or 7.7 percent.

The quantity of flagging time required to protect the traveling public and the workmen during construction was seriously underestimated when the contract was set up. Flagging is an item that is very difficult to estimate because it is so dependent upon the contractor's work schedule. The item is expected to require four times the amount originally estimated, and to add more than $21,000 to the cost of the project.

The balance of the overrun is attributable to construction engineering costs which are expected to be double the amount which was set up. The overrun is due to the remote location of the project which demands approximately two hours per day in travel time for each trip, and is further aggravated by the casual pursuit of the work by the contractor.

There are sufficient funds available in the category of work and all the increase, except $6,135.00, is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $30,000.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

OK

cc: Jim Gix
William Maude
R. D. Church
D. E. Swan

COM/MEM/2

RECEIVED
STATE HWY ENGR
DEC 7 '83
REFER TO
FOR
Info | [illegible] | R/D | [illegible] | [illegible] | [illegible] | [illegible]

81-125-1387

October 17, 1983

CON

Ausland Construction, Inc.
P.O. Box 437
Grants Pass, OR 97526

Second Time Extension Request
Jenny Creek Bridge
Contract No. 9587
FAP No. BRF-15(9)

Your second request for additional contract time in which to complete the above project has been carefully reviewed. You requested 42 calendar days of additional contract time for the following reasons:

(A) Change from culvert to wood bridge: 15 calendar days.

(B) Weather: 24 calendar days (February 15 through March 10).

(C) Staking Error: Three calendar days.

The change from culvert to wood bridge required a temporary installation of the culvert called for under the contract. The wood bridge construction is to be done under a separate contract between you and the land owner. We do not concur that the wood bridge has to be completed prior to the completion of this project. We do agree that it will probably take two days to remove the temporary 48 inch culvert and transport it to the state maintenance yard and will require about three days to excavate and shape the approach road in preparation for the wood bridge.

However, this work would appear to be most logically performed while awaiting the deck concrete cure and therefore would not delay contract completion. Your request for item (A) is therefore denied.

You have requested the entire time from the commencement of contract time on February 15 through March 10 due to "abnormal" weather conditions. Section 108.09 of the contract states, in part, "Reasonably predictable weather conditions are ordinarily not a valid reason for adjustment of contract time." A certain amount of rainfall, cold temperature, snow and/or ice and other adverse weather conditions are considered to be reasonably predictable for the

Pinehurst vicinity during February and March. Further, the previously granted 32 calendar day adjustment had the effect of deleting March and April days of contract time and replacing them with August and September days. Your request for 24 calendar days due to "abnormal" weather conditions is therefore denied.

The request for additional contract time due to a staking error is acknowledged, and a contract time adjustment of an additional three calendar days is granted.

In the process of reviewing this request we discovered an error in the evaluation of your prior request for added time due to the suspension of work during the design change consideration for the 48-inch culvert. The 32 calendar days of additional contract time granted should have been 32 1/2 calendar days and therefore an additional one-half day of contract time is granted.

The adjusted contract time for completion of this project is 215 1/2 calendar days. Should you wish to submit additional data, or to review this matter further, please contact Project Manager William Maude.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:cb st

bc H. S. Coulter
C. T. Keasey
Jim Gix w/att.
William Maude w/att.
FHWA w/att.
Bob Church - Note: Three days are N-P, 1/2 days is P

STATE OF OREGON
HIGHWAY DIVISION - REGION 3

INTEROFFICE MEMO

TO: O. B. Jackmond
Contract Administration Engineer

DATE: September 30, 1983

FROM: J. X. WILSON
Region Construction Engineer

SUBJECT: Jenny Creek Bridge
Contract No. 9587
Time Extension Request

Attached is the subject time extension request along with Vern Neiswanger's analysis of Ausland Construction's claim.

I agree with Vern that the road approach work should have no effect on the completion of the project. I also agree that 3 days should be allowed for the staking error. I can confirm that weather conditions early this year were abnormal. If we could find a way to take into account the severity, I would have nothing against considering some time for this item.

In conclusion, under what I think are the terms of the contract, only 3 days can be recommended.

jxw/cw
Attach.

cc Wm. Maude

10-11-83

W. E. Schwartz -

I concur with Region and Project Manager to grant 3 C.D. due to staking error. Also, the prior request was for 32 C.D., which we granted, but a review of the data indicates that this should have been 32½ C.D. This correction should be made.

RECEIVED
OCT 6 1983
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April 29, 1983

CON

Ausland Construction Inc.
P. O. Box 437
Grants Pass, OR 97526

Time Extension Request
Jenny Creek Bridge
Contract No. 9587
FAP No. BRF-15(9)

Your request for additional contract time in which to complete the above project has been carefully reviewed. A contract time extension of the requested 32 calendar days is granted due to the alterations in the work at the Grizzley Creek culvert site.

The adjusted contract time for this contract is 212 calendar days.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:mk st

bc H. S. Coulter
C. T. Keasey
Jim Gix w/att.
William Maude w/att.
FHWA w/att.
Bob Church

STATE OF OREGON

INTEROFFICE MEMO

TO: J.X. Wilson
Reg. Const. Engr.

DATE: April 18, 1983

FAP BRF-15(9)

FROM: Vern Neiswanger
Ass't. Proj. Mgr.

SUBJECT:
Jenny Cr. Br.
Contract 9587
" TIME EXTENSION REQUEST"

Enclosed please find Contractors Request for Time Extension on subject Project. They are asking for a 32 day extension and I concur with this request. Due to the problem we had with the Grizzley Cr. drainage, the Contractor could not work from March 11th. thru April 12th.

4-25-83

W.E. Schwartz –

After award we found that the planned 48" culvert for Grizzley Cr. for the purpose of access to a parcel of pvt. property was inadequate. The contractor was prevented from any meaningful work from 3-11 thru 4-12-83, at which time a decision was made to buy the access rather than construct an expensive box culvert.

I recommend a time extension of 32 calendar days.

O.B. Jackmond

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APR 26 1983
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4-25-83

CC: C.T. Keasey – The contractor's statement is substantia correct & the requested extra time should be granted.

J.X.W.

ROSEBURG REGION
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APR 21 1983

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U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.	BRF-15(9)
2. STATE PROJECT NO.	See below
2A. COUNTY NAME	Jackson
3. FROM	Dale E. Wilken, Division Administrator FHWA - Oregon Division
4. PROGRAM NO.	
5. ITEM NO.	00101

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
1/5/83	Primary 15	Primary 21

10. GENERAL LOCATION:

Jenny Creek Bridge Section

11. GENERAL DESCRIPTION OF WORK

Grade, pave and structure

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)*

Permanent Pavement Striping S. F.	$2,100
Roadside Seeding & Mulching S. F.	1,000
Temporary Erosion Control	2,000

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 1/3/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $413,814 Federal Funds $331,051.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
JAN 24 '83
REFER TO
Swan
FOR
Info Inves R/D D/R Sign Act File

Orig to
1/24

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
1/5/83	G K H	for Division Administrator

FORM PR-1240 (Rev. 12-70) PREVIOUS EDITIONS MAY BE USED

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

Date: December 13, 1982

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

From: D.E. Swan, P.E.
Program Control Engineer

Subject: Program Data Submission
Item No. 00101
Project No. BRF-15(9)
Jenny Creek Bridge Section
Jackson County

Attached data consists of PR-1 forms with project maps.

It is the Oregon State Highway Division's present intention to receive bids for this project on January 27, 1983.

A copy of the State Clearinghouse A-95 review comments has been previously forwarded.

DRH:bks
Attachments
cc: Alfred Shirley (Region 3)
General Files

1517

8

U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project F-15(-)
Jenny Creek Bridge (Bridge No. 660A)
Green Springs Highway, Jackson County

Date: August 19, 1982

From: Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer
ATTN: W. J. Hart, Bridge Engineer

We have reviewed Mr. L. L. Wallace's prelimianry plans of June 1, 1982 and find the bridge which is a sufficiency rating of 8.0 is eligible for HBR funds.

NOTED
E. S. HUNTER

For/ Dale E. Wilken

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TECHNICAL SERVICES
AUG 23 '82
REFER TO
Walt Hart
FOR

Info	Inves	R/D	D/R	Sign	Act	File
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U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. BRF-15(4)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Jackson

3. FROM

Dale E. Wilken, Division Administrator
FHWA, Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00101

6. TO

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 6/29/82

8. FEDERAL ROUTE NUMBER Primary 15

9. STATE ROUTE NUMBER Primary 21

10. GENERAL LOCATION: Jenny Creek Bridge Section

11. GENERAL DESCRIPTION OF WORK Program Change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Program change
See below

13. REMARKS

As requested in Mr. Swan's letter of 6/25/82, I approve the revised Preliminary Engineering Costs to a TEC of $47,150, FF $37,720.

(Increase TEC $10,200, FF $8,160.)

RECEIVED
STATE HWY ENGR
JUL 7 '82
REFER TO Moehring
FOR
Info Inv R/D D R Sign Act File

Orig to 7-7-82

14. DATE 6/29/82

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DES 23
660A

In Reply Refer to
File No.:

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

June 1, 1982

FROM: Walter J. Hart, P.E.
Bridge Engineer

ORIGINAL SIGNED
L. L. WALLACE

L. L. Wallace, P.E.
Assistant Bridge Engineer

NOTED
E. S. HUNTER

SUBJECT: Jenny Creek Br. 660A
Jenny Creek Bridge Section
Green Springs Highway
Jackson County

Enclosed are two reduced prints of Drawings 36463 and 36313 which are the preliminary plan and elevation and vicinity map for this structure. Also enclosed are two copies of the foundation (and hydraulic) reports.

The alignment and roadway width are in accordance with the standards governing the project. A revised alignment and grade line at this site reduces the depth of sag and degree of curvature, resulting in a lengthened bridge at about five foot higher elevation.

A precast slab structure was considered and rejected because of problems with the 12° curvature. Traffic will use the existing bridge during construction.

The estimated cost of this structure, including an allowance for engineering and contingencies, is $136,300.

We request your approval of our preliminary plan and your concurrence that this project is eligible for HBR funding.

Enclosures

~~cc E. S.~~ Hunter
D. H. Moehring
Don Adams /w/ 1 set
Alfred Shirley /w/ 1 set
Environmental Unit Manager /w/ 1 set

RECEIVED
TECHNICAL SERVICES
JUN 3 '82
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Apt	File

Form 734-3122

STATE OF OREGON
HIGHWAY DIVISION - LOCATION UNIT

INTEROFFICE MEMO
LOC 8

RECEIVED
STATE HWY ENGR
JUN 4 '82
REFER TO
FOR

Info	Issue	R/B	D/R	Sign	Act	File

TO: FILE

DATE: May 17, 1982

FROM: Gene M. Finley
Gene M. Finley, P.E.
Hydraulic Design Engineer

NOTED
W. E. SCHWARTZ

SUBJECT: Jenny Creek Bridge, No. 660
Green Springs Highway, M.P. 23.42
Jackson County

The proposed bridge will replace an existing 72-foot-long, four-span timber structure located 45± feet downstream from the proposed site.

HYDROLOGY

Jenny Creek is a north-south tributary of the Klamath River and drains approximately 131.5 square miles above the bridge site. Stream gage data is available from gage numbers 11-5130, 11-4918 and 11-4948 located within the Klamath River Basin with drainage areas of 29.3 square miles, 2.63 square miles and 2.20 square miles, respectively. The recurrence interval vs. peak discharge relationship listed below was determined from a statistical analysis of these gage data using a log-Pearson Type III distribution.

Recurrence Interval	Peak Discharge
100-year	5,500 cfs
50-year	4,800 cfs
25-year	4,200 cfs
10-year	3,200 cfs
5-year	2,500 cfs

The largest flood of record (gages 11-4918 and 11-4948) occurred December 22, 1964 and is estimated to have been the 70-year flood. During the 1964 flood, Douglas Petersen, Assistant Highway Maintenance Supervisor, closed the existing bridge to traffic because its center bent had washed out. He stated that the highwater from this flood reached the high side of the super on the existing bridge. This places the highwater stage on the inundated superstructure at an estimated elevation of 3,359.5 feet (MSL) with an estimated peak discharge of 5,140 cfs.

HYDRAULIC DESIGN

The 70-year flood with a peak discharge of 5,140 cfs was chosen as the design flood.

RECEIVED
MAY 18 1982
BRIDGE SECTION

NOTED
L. L. WALLACE

The proposed three-span bridge with a 35-foot unobstructed bottom, two-foot diameter piers and 1½:1 end slopes was analyzed. This structure provides a normal waterway opening of 310 square feet (including the projected area of two piers) below the design highwater of 3,352.4 feet (MSL). Along the upstream embankments, the highwater would be 3,358.4, which includes 6.0 feet of backwater. Average velocity through the structure would be 17.7 fps.

The following tabulation compares the existing bridge to the proposed bridge for the design flood.

DESIGN FLOOD (5,140 cfs)

	Proposed Structure	Existing Structure
Design Highwater Elev. (MSL)	3,352.4 feet	3,352.3 feet
Highwater Along Upstream Embankments (MSL) Including Backwater	3,358.4 feet	3,359.5 feet
Normal Area Below Design Highwater Including Projected Area of Piers	310 feet^2	350 feet^2
Average Velocity	17.7 fps	16.6 fps

RIPRAP

It is suggested that the fill slopes be protected with a three-foot blanket of class 700 loose riprap placed with a toe trench. A nine-inch filter blanket will be required.

GMF:ge
Attachments

cc Frank Terpin w/attachments
✓Walt Hart "
Jack Davis "
Don Adams "
A. Shirley "

HYDRAULIC DATA

		DESIGN FLOOD	BASE FLOOD		MAXIMUM FLOOD YEAR (1964)
Discharge	cfs	5140			5140
	m^3/s				
Frequency — yrs.		70	100		70
H.W. Elevation Natural Channel	ft.	3352.4			
	m.				
H.W. Elevation Channel Change	ft.				
	m.				
Average Velocity	fps	17.7			
	mps				
Headwater Elevation	ft.				
	m.				
Tailwater Elevation	ft.				
	m.				

For Canals: "DESIGN FLOOD" = Design Flow
"Discharge" = Capacity

REMARKS:

OREGON DEPT. OF TRANSPORTATION
HYDRAULICS UNIT

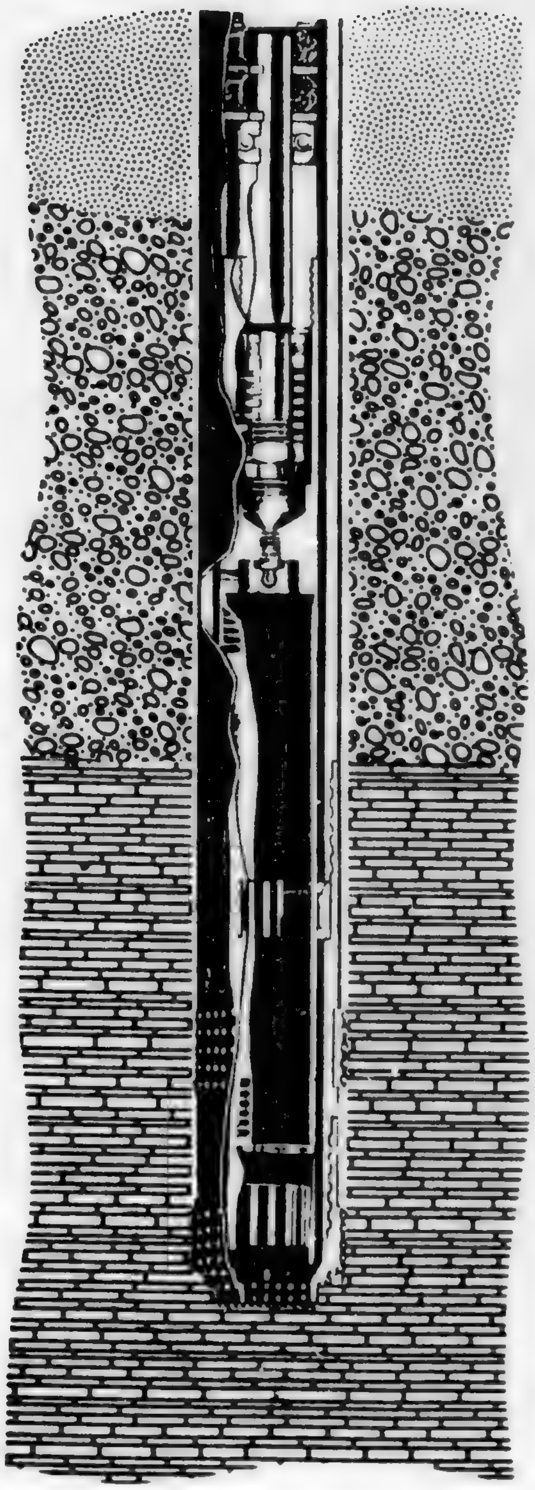
JENNY CREEK BRIDGE, NO. 660
GREEN SPRINGS HWY M.P. 23.42
JACKSON COUNTY

COMPILED BY: GENE M. FINLEY
DATE: MAY 17, 1982

FHWA

JENNY CREEK BRIDGE
BRIDGE 660A
GREEN SPRINGS HIGHWAY
JACKSON COUNTY

Foundation Report



OREGON DEPARTMENT OF TRANSPORTATION
BRIDGE DESIGN SECTION

INDEX

I VICINITY MAP

II DESIGN QUALIFICATION STATEMENT

III FOUNDATION REPORT

Location 1

Site 1

Foundation Material 2

Foundation Recommendation

Bents 1 & 4 4

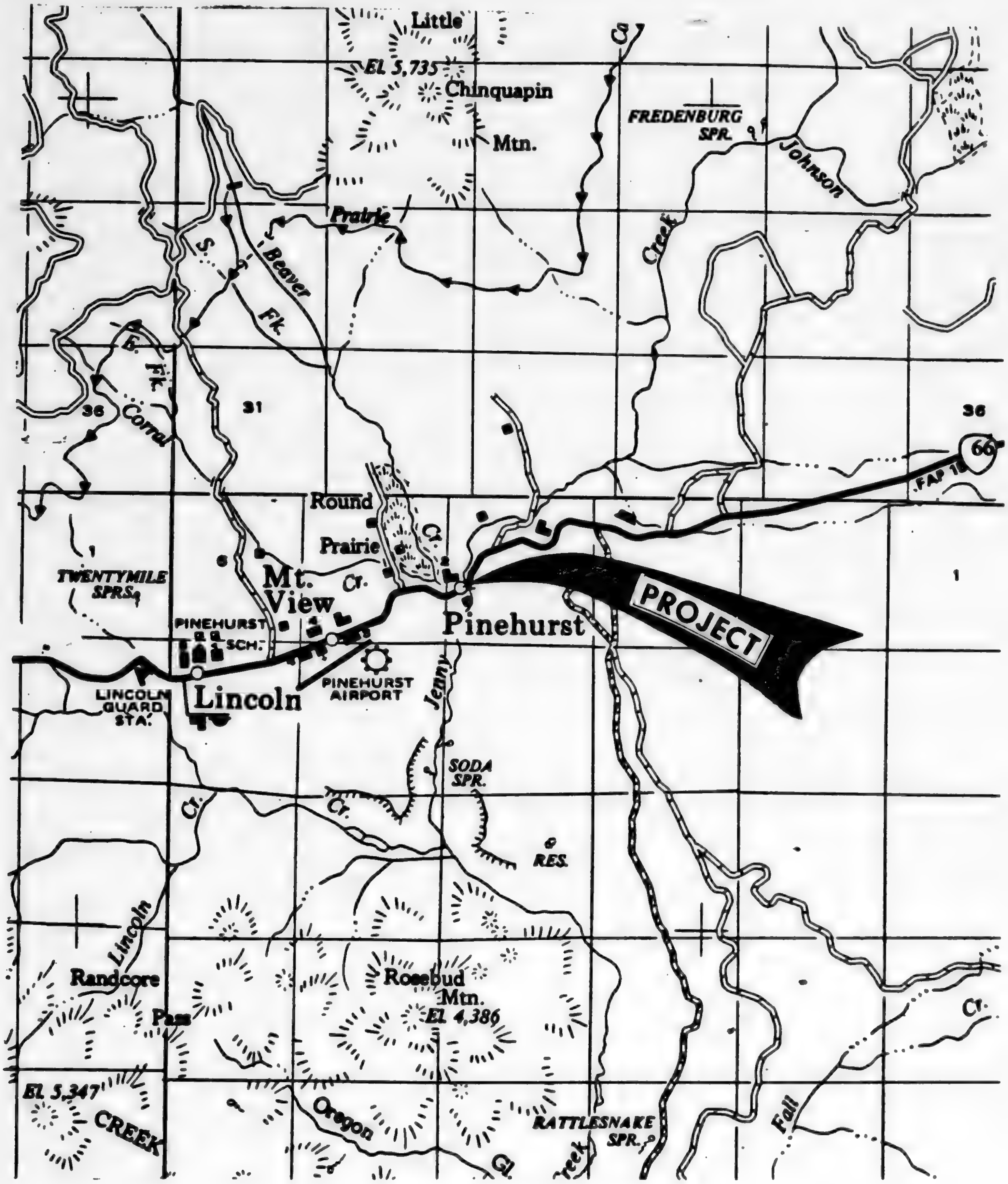
Bents 2 & 3 5

APPENDIX

Test Hole Drill Logs

Foundation Data Sheet

Photographs


Little
El 5,735
Chinquapin
Mtn.
FREDENBURG SPR.
Johnson
Creek
Prairie
S. Fk.
Beaver
E. Fk.
Corral
36
31
36
66
FAP 18
Round
Prairie
Cr.
Mt. View
Cr.
TWENTYMILE SPRS.
PINEHURST SCH.
Pinehurst
PROJECT
1
6
Lincoln
LINCOLN GUARD STA.
PINEHURST AIRPORT
Jenny
SODA SPR.
RES.
Cr.
Cr.
Lincoln
Randcore
Pass
Rosebud
Mtn.
El 4,386
El 5,347
CREEK
Oregon
Gl.
Creek
RATTLESNAKE SPR.
Fall
Cr.

VICINITY MAP

JENNY CREEK BRIDGE
BRIDGE 660A

Green Springs Highway
Jackson County

DESIGN QUALIFICATION STATEMENT

Structure and bent locations, finish grade lines and similar data contained in this report are preliminary and are for structure design considerations only. Other factors may vary the final structure design, bent locations or other recommendations contained herein.

In accordance with contract special provisions, test hole drill logs, the Foundation Data sheet, soil samples recovered from test holes, and similar testing data only are considered foundation information and are available to contractors or other interested persons outside of the Highway Division for their review. Interpetation of that data remains the responsibility of the reviewer.

The written portion of this report is FOR INTERNAL USE ONLY and contains opinions and suggestions which may or may not be incorporated into the finally designed and constructed structure. It is therefore not to be available to anyone other than Highway Division, F.H.W.A., or County personnel concerned with preliminary design considerations, nor is it to be reproduced in any form available for public review.

FOUNDATION REPORT

Jenny Creek Bridge
Green Springs Highway
Jackson County
Bridge 660A

Location

This existing bridge to be replaced is approximatly 21 miles southeast of Ashland on the Green Springs Highway, m.p. 23.4, at Pinehurst(site). This location is in the SW 1/4 of Sec. 4, T 40 S, R 4 E, W.M.

Site

The existing bridge at this site, constructed in 1920, is a four span framed timber structure 68 feet long. The bridge is located in a sharp curve in the highway which winds through the mountainous area, following the contours of the steep mountainsides. Replacement of this bridge will include a short realignment of the highway to the northwest, upstream, of its present position, reducing the degree of roadway curvature at the bridge site.

Beaver Creek, flowing in a southeasterly direction, joins Jenny Creek immeadiatly upstream from the bridge, the resulting flow turning abruptly south and under the bridge. The proposed realingment of the road with a rock fill on the northerly side of the existing roadway will force the channels of both streams slightly northward into a relativly flat area to form new channels. Some minor channel excavation may be required for this change on Jenny Creek, but similar streamflow conditions to that now existing should result, with ponding to the two streams occuring just north of the new bridge.

The gradient of both streambeds is generally steep, and the beds are composed of various deposits of silty sand, gravel, cobbles, and scattered boulders. The higher streambanks are covered with grass and brush extending into both conifer and small deciduous trees on the mountain slopes (see photographs - Appendix). The field reports that there is little drift problem at this site, and the existing structure bents have remained relativly free of drift collection. However, extensive logging has occured upstream from the site, causing no drift problems to date, but which could contribute to drift occurance under future unusually high water runoff conditions.

Framed interior bents of the existing bridge are supported on concrete pedestals founded either on cobbles and boulders or on the underlying basaltic bedrock (see following Foundation Materials). Steel H sections were used to replace decaying framed timber members of the center bent prior to 1971, while the two remaining interior bents are yet timber. Numerous timber stringers and other timber members have been replaced due to decay over the years, and much decay is presently visable. No scour or erosion problems are apparent at the site within the streambed area.

Foundation Material

Eight test holes have been drilled at various locations at this site. Five test holes were drilled in 1963 around the centerline of a then proposed bridge replacement project. Three more holes were drilled in 1980, the holes generally to the southeast and off the centerline to further define underlying rock. The location of the test holes and other information is shown on the

Foundation Data Sheet in the Appendix.

The 1963 holes were drilled by the Bridge Section drill crew under the supervision of W.C. Hill, Foundation Engineer at that time. Drilling was performed with a crawler tractor-mounted rotary drill using NW-size casing and related drilling equipment.

The 1980 holes were drilled by the Region 3 Geology crew under the supervision of Elliott Parker, Region Geologist. A truck-mounted rotary drill was used for these holes, with BW-size drilling and coring equipment. Because of very shallow deposits of overburden encountered at all hole locations, few density tests were performed in the sandy gravels, most drilling being by rock coring.

Highly fractured basalt, visicular and altered, underlies this area, interspersed with some areas of hard conglomerate and agglomerate in the south and westerly streambanks. The upper surface of the basalt appears to lie in a relativly flat plane in the northeasterly streambed area, varying between elevation 3340 to 3343, rising gradually to elevation 3353 in the southwesterly streambank and hillside (see Test Holes 2 & 5). The basalt contains numerous high-angle and closly spaced fractures, resulting in considerable slivering in 2-inch to 5-inch long pieces in some locations, with less severe fracturing appearing elsewhere. Otherwise the rock is hard, well keyed, and will provide very satisfactory foundation for structure footings.

Only shallow deposits of sandy gravels with cobbles and scattered boulders, roughly 2 to 5 feet in depth, overlies the rock in areas away from the existing roadway fill. The deposits are recent aluvium and are generally loosely compact. The depth of this material increases somewhat as the streambanks and ground surface rises to the south (Test Holes 6 & 8).

Foundation Recommendation

For the purpose of this report, a three-span structure approximatly 96 feet in length is considered. Minor variations in bent locations or span lengths will not substantially alter the following recommendations.

End Bents 1 & 4

As previously noted, the roadway fill material to be used in roadway construction on the new alignment is proposed to be rocky material from a cut to be made just east of the bridge. The Project Manager's office reports that the rock in the cut is of such quality that the resulting cut face is expected to stand on a 1/2 to 1 slope. The rock fill at the bridge ends to be made from this material is expected to be further protected by riprap facing on the stream side of the fill and on fill slopes under the bridge ends. Requirements and recommendations for this riprap will be as contained in the fourthcoming Hydraulic Report.

From 15 to 18 feet of approach fill will be required at the bridge ends. With the removal of any existing soft overburden or shoulder material, the new fill will be placed directly on basalt bedrock or gravelly cobbles and boulders overlying the bedrock. No settlement of the fill is expected.

The end bents for the structure, Bents 1 and 4, may be supported on spread footings founded in the rocky fill material at approximate elevation 3360. However, the final elevation of the footing should be adjusted so that the depth of the footing at the lowest point of the slope covering the footing is equal to or greater than the width of the footing.

Average footing loads for spread footings established in the rock fill should be limited to 4 tons per square foot.

If design or other considerations require the support of end bents on columns extending through the fill, spread footings for columns may be established on basalt rock near elevation 3342 ± at average footing loads up to 6 tons per square foot on the highly fractured material. Only minor keying of the footing into the rock is required, the footing being protected from scour by the fill.

Interior Bents 2 & 3

These bents may be carried on columns supported on spread footings founded on basalt rock at average footing loads up to 6 tons per square foot. These footings should be keyed into the highly fractured rock for the full depth of the footing.

Average footing elevation 3338 at Bent 2 and elevation 3337 at Bent 3 may be used for design purposes. However, the actual elevation of rock encountered in construction is expected to vary, and an appropriate note should be shown on the plans that footing elevations shown are approximate only, with the footings to be keyed into the rock full depth at whatever elevation necessary.

Jack Davis
Manager, Special Studies

JD
2-18-82

APPENDIX

Foundation Report

OREGON DEPARTMENT OF TRANSPORTATION
STRUCTURAL DESIGN SECTION

ORE N STATE HIGHWAY DEPARTMENT

BRIDGE FOUNDATION EXPLORATION LOG
BRIDGE DIVISION

W. C. HILL

Bridge No. 660A * Bridge Location JENNY CREEK BRIDGE SITE

Date 6-17-63, 196 * Highway GREENSPRINGS HIWY County JACKSON

Prefix 15-1444-906 Exploration Equipment Used MOBILE "N" DRILL

* Show Bridge No. and Date only on all holes after first.

Sta. 106+83 Lft. , C. L. X Rt. Suf. Elev. 3349.5 Hole No. 1 of **

** Show total number of holes on last log. Location staked on ground. Elevation taken from vicinity map.

DEPTH FROM - TO Grnd. Surf.	DATE	DESCRIPTION OF MATERIAL AND RATE OF DRILLING	RESISTANCE SOUNDINGS BLOWS PER FT. ***	% CORE RECOV. "SAMPLE"
0 to 9'		Silty sandy gravels withscattered boulders.		
9' to 24'		Viscicular basalt easy drilling with hawthorne bit on pilot hole. 9' to 14' "NXM" CORE NO. I same material moved over 2' and drilled to 9' and cored to pick up sample. good foundation material.		
14'		----Bottom of sample		
		3½" casing to 9'		
20'				
24'		Bottom of hole same material		
SAMPLE Show Cumulative				

NOTE: Mail copies at END OF HOLE. Show zones for all samples taken. Show water level after waiting period. Show length of waiting period.

REMARKS: "NXM" five foot core bbl.

*** Hammer Pounds - Fall Ins. Sampler none O.D. Driller Cooper

cc: Bridge Engineer (white) Supervisor (green)
Resident Engineer (pink) Driller (yellow)

Supervisor Glen Adamon

Oregon State Highway Department

BRIDGE FOUNDATION FIELD EXPLORATION DATA

Bridge No. 660A
Bent or ~~Pier~~ No. 2
Hole No. 1-1 of

Project JENNY CRK BR
Line, Sta 106+83 Lt. [✓ C.L.] Rt.

Date 9-17-63
Driller CORDER
Equip. MOBILE

Elevation	Depth	Sample—Size Depth	180#/FT. BL./FT.	Pile Test Depth	180#/FT. BL./FT.	Core—Size Depth	Rate of Drilling	Percent Recovered	Casing—Size Depth	Ground Water Depth	Moisture Content	Material Hardness	Description of Soil-Gravel-Mixture Type Rock or Shale	Date
3349.5	1					NX			6"				0-9' Gravels Silts some	9-17
	2												Sand - Few Bolders	
	3													
	4												9'-24' Believe To be	
	5												Vesicular Basalt	
	6													
	7													
	8													
	9													
	10													
	11						20MIN						10'-24' Vic. Basalt	
	12					#1	Per 5'	100					Possibly - Continuous	
	13													
	14													
	15													
	16													
	17													
	18													
	19													
	20													
	21													
	22													
	23													
	24					24' Bottom of Hole								
	25												Pulled ahead 2' Cored	
	26												Hole	
	27													
	28													
	29													
	30													
	31													
	32													
	33													
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	49													
	50													

OR ON STATE HIGHWAY DEPARTME

BRIDGE FOUNDATION EXPLORATION LOG
BRIDGE DIVISION

V/. C. HILL

Bridge No. 660A * Bridge Location JENNEY CREEK BRIDGE SITE

Date 7-17-63, 196 * Highway Greensprings County Jackson

Prefix 15-1444-906 Exploration Equipment Used Mobile 40 Drill

* Show Bridge No. and Date only on all holes after first.

Sta. 106+52 Lft. 13, C. L. Rt. Suf. Elev. 3351 Hole No. 2 of **

** Show total number of holes on last log. Location on ground. Elevation taken from vicinity map

DEPTH FROM - TO Grnd. Surf.	DATE	DESCRIPTION OF MATERIAL AND RATE OF DRILLING	RESISTANCE SOUNDINGS BLOWS PER FT. ***	% CORE RECOV. SAMPLE
0 -4'		Sandy small gravels. Excavated two feet included.		
4' to 10'		Drilled in to Conglomerate 1' with hawthorne		
5' to 10'		"NXM" core No. I		100%
		SOLID IN PLACE MATERIAL		
	10'	BOTTOM OF HOLE		
SAMPLE Show Cumulative				

NOTE: Mail copies at END OF HOLE. Show zones for all samples taken. Show water level after waiting period. Show length of waiting period.

REMARKS: FIVE FOOT "NXM" CORE BBL.

*** Hammer Pounds - Fall Ins. Sampler NONE O.D. Driller COOPER

cc: Bridge Engineer (white) Supervisor (green)
Resident Engineer (pink) Driller (yellow)

Supervisor GLEN ADAMSON

Oregon State Highway Department

BRIDGE FOUNDATION FIELD EXPLORATION DATA

Bridge No. 660 A
Bent or Pier No. ______
Hole No. 2 of ______

Project JENNY Creek BR.
____ Line, Sta. 606+52 Lt. 12' C. L. ____ Rt. ____

Date 7-17-63
Driller Cooper-Gibson
Equip. Mobile Drill

Elevation	Depth	Sample—Size Depth	[illegible] BL./FT.	Pile Test—Depth	[illegible] BL./FT.	Core—Size Depth	Rate of Drilling	Percent Recovered	Casing—Size Depth	Ground Water—Depth	Moisture Content	Material Hardness	Description of Soil-Gravel-Mixture Type Rock or Shale	Date
3351	1					NX			4"				Excivated 2' To Set	7-17-63
	2												Drill	
	3												[illegible] Silty Sand	
	4												Small Gravels	
	5					↓			↓				4'-9' Conglomernt	
	6													
	7					#1		100						
	8													
	9													
	10					↓	10' Bottom of Hole							
	11													
	12													
	13													
	14													
	15													
	16													
	17													
	18													
	19													
	20													
	21													
	22													
	23													
	24													
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	44													
	45													
	46													
	47													
	48													
	49													
	50													

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE FOUNDATION EXPLORATION LOG
BRIDGE DIVISION

Bridge No. 660A * Bridge Location JENNY CREEK BRIDGE

Date 7-17-63, 196... * Highway GREENSPRINGS County JACKSON

Prefix 15-1444-906 Exploration Equipment Used MOBILE FORTY DRILL

* Show Bridge No. and Date only on all holes after first.

Sta. 107+60 Lft. ......, C. L. X Rt. ...... Suf. Elev. (3540) 3340? Hole No. 3 of ...... **

** Show total number of holes on last log.

Location on ground. Elev. taken from vicinity map.

DEPTH FROM - TO Grnd. Surf.	DATE	DESCRIPTION OF MATERIAL AND RATE OF DRILLING	RESISTANCE SOUNDINGS BLOWS PER FT. ***	% CORE RECOV. SAMPLE
0 to 4'		Silt loam top soil with small gravels mixed thru		
4' to 10'		Wc. Basalt broken but in place core fits together		
5' to 10'		"NXM" core No. I		100%
10'		Bottom of hole		

SAMPLE Show Cumulative

NOTE: Mail copies at END OF HOLE. Show zones for all samples taken. Show water level after waiting period. Show length of waiting period.

REMARKS: "NXM" FIVE FOOT CORE BBL.

*** Hammer ...... Pounds - Fall ...... Ins. Sampler NONE O.D. Driller COOPER

cc: Bridge Engineer (white) Supervisor (green)
Resident Engineer (pink) Driller (yellow)

Supervisor GLEN ADAMSON

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE FOUNDATION EXPLORATION LOG
BRIDGE DIVISION

Bridge No. 660A * Bridge Location JENNY CREEK BRIDGE SITE.

Date 7-17-906, 196 * Highway GREENSPRINGS County JACKSON

Prefix 15-1444-906 Exploration Equipment Used MOBILE FORTY DRILL

* Show Bridge No. and Date only on all holes after first.

3347 ?

Sta. 107+90 Lft. , C. L. X Rt. Suf. Elev. 3547 Hole No. 4 of **

** Show total number of holes on last log. Location staked on ground. Elevation taken from vicinity map

DEPTH FROM - TO Grnd. Surf.	DATE	DESCRIPTION OF MATERIAL AND RATE OF DRILLING	RESISTANCE SOUNDINGS BLOWS PER FT. ***	% CORE RECOV. SAMPLE
0 to 4'		Silt loam with some scattered gravels		
4' to 8'		In place broken basalt. Too badly broken to pick up sample with core Bbl.		
8' to 11'		"NXM" Core No. I Broken basalt in place material		80%
11'		Bottom of hole		

SAMPLE Show Cumulative

NOTE: Mail copies at END OF HOLE. Show zones for all samples taken. Show water level after waiting period. Show length of waiting period.

REMARKS: "NXM" CORE BBL. FIVE FOOT LENGTH

*** Hammer Pounds - Fall Ins. Sampler NONE O.D. Driller COOPER

cc: Bridge Engineer (white) Supervisor (green)
Resident Engineer (pink) Driller (yellow)

Supervisor GLEN ADAMSON

ORE~~ON STATE HIGHWAY DEPARTMENT

BRIDGE FOUNDATION EXPLORATION LOG

BRIDGE DIVISION

Bridge No.) 660A Bridge Location JENNY CREEK BRIDGE SITE

Date 7-17-63, 196 * Highway GREENSPRINGS County JACKSON

Prefix 15-144-906 Exploration Equipment Used MOBILE FORTY DRILL

* Show Bridge No. and Date only on all holes after first.

Sta. 106+50 Lft. , C. L. X Rt. Suf. Elev. 3359 Hole No. 5 of 5 **

** Show total number of holes on last log. Location staked on ground. Elevation taken from vicinity map.

DEPTH FROM - TO Grnd. Surf.	DATE	DESCRIPTION OF MATERIAL AND RATE OF DRILLING	RESISTANCE SOUNDINGS BLOWS PER FT. ***	% CORE RECOV. SAMPLE
0 to 8'		On shoulder of exsisting road. Black top gravels and boulders. 4' lost water.		
8' to 15'		Broken in place basalt rock.		
10' to 15'		"NXM" core No. I		100%
15'		Bottom of hole		
SAMPLE Show Cumulative				

NOTE: Mail copies at END OF HOLE. Show zones for all samples taken. Show water level after waiting period. Show length of waiting period.

REMARKS: "NXM" FIVE FOOT CORE BBL.

*** Hammer .... Pounds - Fall .... Ins. Sampler NONE O.D. Driller COOPER

cc: Bridge Engineer (white) Supervisor (green)
Resident Engineer (pink) Driller (yellow)

Supervisor GLEN ADAMSON

Oregon State Highway Department

BRIDGE FOUNDATION FIELD EXPLORATION DATA

Bridge No. 660A
Bent or Pier No.
Hole No. 3 of
Project Jenny Creek BR.
¢ Line, Sta. 107+60 Lt. [✓ C.L.] Rt.
Date 7-17-63
Driller [illegible]
Equip. [illegible]

Elevation	Depth	Sample Size Depth	100#/FT. BL./FT.	Pile Test Depth	100#/FT. BL./FT.	Core Size Depth	Rate of Drilling	Percent Recovered	Casing Size Depth	Ground Water Depth	Moisture Content	Material Hardness	Description of Soil-Gravel-Mixture Type Rock or Shale	Date
3540	1					NX			4''				0-4' Silt Loam Washed	7-17-63
	2												in Small Gravels	
	3													
	4												4' Visicular Basalt	
	5					↓			↓					
	6												5'-10' Broken Basalt	
	7					#1		100					But in Place	
	8												Material	
	9													
	10					↓		10'	Bottom				of Hole	
	11													
	12													
	13													
	14													
	15													
	16													
	17													
	18													
	19													
ELV.	20	Hole # 4				¢	107+90							
[illegible]	21								4''				0-4' Silt Loam	7-17-63
	22													
	23												4'-8 Solid in Place	
	24												But Broken To Much	
	25								↓				For Coring	
	26					↑								
	27								↓				Broken Basalt	
	28					#1							8'-11'	
	29							[illegible]						
	30					↓								
	31							11'	Bottom		of		Hole	
	32													
	33													
	34													
	35													
	36													
	37													
	38													
	39													
	40	Hole #5					106+50	10'	RT.					
3359	41					NX			4'				0-8' Road Fill-Black	7-17-63
	42												Top Gravel Bolders	
	43												4' Lost Drilling Water	
	44												8'-15' Broken Basalt	
	45													
	46												"Core From 10'-15'	
	47												100%"	
	48								↓	?				
	49													
	50													

Core" [illegible] 15' Bottom of Hole

OREGON STATE HIGHWAY DIVISION
SOILS AND GEOLOGICAL EXPLORATION LOG

ect JENNY CREEK BRIDGE — Bridge No. 660

way GREEN SPRINGS (#66) — County JACKSON — Prefix 15-1977-926

ose of Work BRIDGE FOUNDATION EXPLORATION

ineer B. MAUDE — Driller GEORGE COOPER — Logged By JIM BILDERBACK

e Started 7/22/80 — Completed 7/23/80 — Date 7/25/80

SHOULDER N.W. OF NW corner bridge, 19' FROM ROAD CENTERLINE (SEE SKETCH)

Location, — Line, Sta. — Lt. — C.L. — Rt. — Hole No. ~~1~~ 6 of ~~3~~ 8

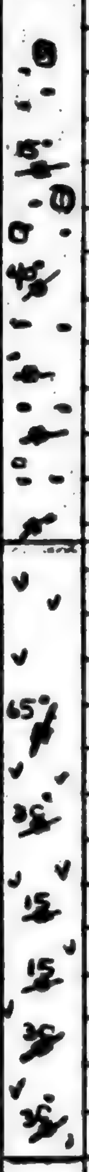
und Elev. — Depth to Groundwater — Equip. MOBILE B-40 (61-893)

s: "N" - Standard Penetration Test, No. 2 — Auger ft.

"M" - Oregon Miniature Pile Test, No. — Casing ft.

"C" - Core, Barrel Type BQ No. 5 — Open ft.

"U" - Undisturbed, Size Type No. — Total Depth 26'



	Sample Type, Depth	Driving Resistance Blows/x in.	Measured Recovery	% Recovery	% Natural Moisture	Hardness	Particle Size, Jointing	Water Level	Auger, Casing, Open, Core	Meter	Graphic Log	MATERIAL DESCRIPTION Color / Plasticity / Consistency / Organic Content Wet-Dry / Jointed-Broken / Angular-Rounded / Sample Lab. No. / LL-PI, etc.
												ROAD SHOULDER
1												
2												
3	N-1	3/1/9/13	12"	50	13.8	R-3				1		N-1 { 1½" – SHOULDER MATERIAL
4												} LOST DRILL WATER RETURN
5												C-1 (4'-9') SILTY SAND
6			20"	53								WITH COBBLES TO 8"
7	C-1									2		WEATHERED VOLCANIC RX. } BASALTIC
8												GREY TO LAVENDER — } ANDESITE TUFF
9												
10	N-2	1/2", 1/6	11	46	17.6					3		N-2 (9'-11') WET, SOFT SILTY SAND
11												(MEDIUM-GRAINED)
12	C-2		13		ROCKLINE							C-2 (11-12'-6") — COBBLES TO 8"
13										4		
14			[illegible]									C-3 (12.5-16')
15	C-3		42	100								BASALTIC ANDESITE - VARI-COLORED
16										5		PINKISH - GREY
17							Joints					TUFFACEOUS breccia AND
18							4–10"					C-4 AGGLOMERATE —
19	C-4		60	100			Apart					
20										6		
21												PORTIONS PORPHYRITIC
22												
23	C-5					R-3				7		C-5 } JOINTS APPROXIMATELY EVERY 12"
24			60	100								
25												
26										8		
27												BOTTOM OF HOLE
28												
29										9		
30												

SOILS AND GEOLOGICAL EXPLORATION LOG

oject JENNY CREEK BRIDGE — Bridge No. 660
ghway GREEN SPRINGS County JACKSON Prefix 15-1977-926

rpose of Work BRIDGE FOUNDATION EXPLORATION
gineer B. MAUDE (RESIDENT) Driller George Cooper Logged By Jim Bilderback
te Started July 24 Completed July 29, 1980 Date July 29, 1980
25' EAST & 30' NORTH OF NE CORNER bridge
le Location Line, Sta. Lt. C.L. Rt. Hole No. ~~X~~ 7 of ~~X~~ 8
ound Elev. Approx. 8' below Road Depth to Groundwater 3.5' (7-29-80) Equip. MOBILE B-40 (#61-893)
ts: "N" - Standard Penetration Test, No. 1 Auger ft.
"M" - Oregon Miniature Pile Test, No. Casing BW ft. Pulled
"C" - Core, Barrel Type BW No. 5 Open ft.
"U" - Undisturbed, Size Type No. Total Depth 20.5'

	Sample Type, Depth	Driving Resistance Blows/x In.	Measured Recovery	% Recovery	% Natural Moisture	Hardness	Particle Size, Jointing	Water Level	Auger, Casing, Open, Core	Meter	MATERIAL DESCRIPTION Color Plasticity Consistency Organic Content Wet-Dry Jointed-Broken Angular-Rounded Sample Lab. No. LL-PI, etc.
1											
2											SILTY SAND
3	N-1	8/12/12/24	16"	67	16.2						N-1 {2'-4' w/ BASALT, ANDESITIC
4								▼		1	SUB-ANGULAR TO SUB-ROUND GRAVELS } STREAMFLOW
5	C-1		24	100							C-1 (4-6')
6											ROCKLINE
7	C-2		24	100						2	C-2 (6-8') BASALT, ALTERATION (GREENISH) ALONG
8											NUMEROUS FRACTURE ZONES
9	C-3		30	100							
10										3	BASALTIC ROCK } MORE COMPETENT THAN
11											ABOVE OR BELOW BUT WITH NUMEROUS
12											FRACTURES - SOME HEALED
13	C-4		60	100						4	
14											BASALTIC ROCK, VESICULAR
15											(MANY GAS EVACUATED CAVITIES)
16											NUMEROUS HIGH ANGLE FRACTURES
17										5	ROCK SLIVERS 2"-5" LONG
18	C-5		60	100							
19											
20										6	
21											BOTTOM OF HOLE
22											
23										7	
24											
25											
26										8	
27											
28											
29										9	
30											

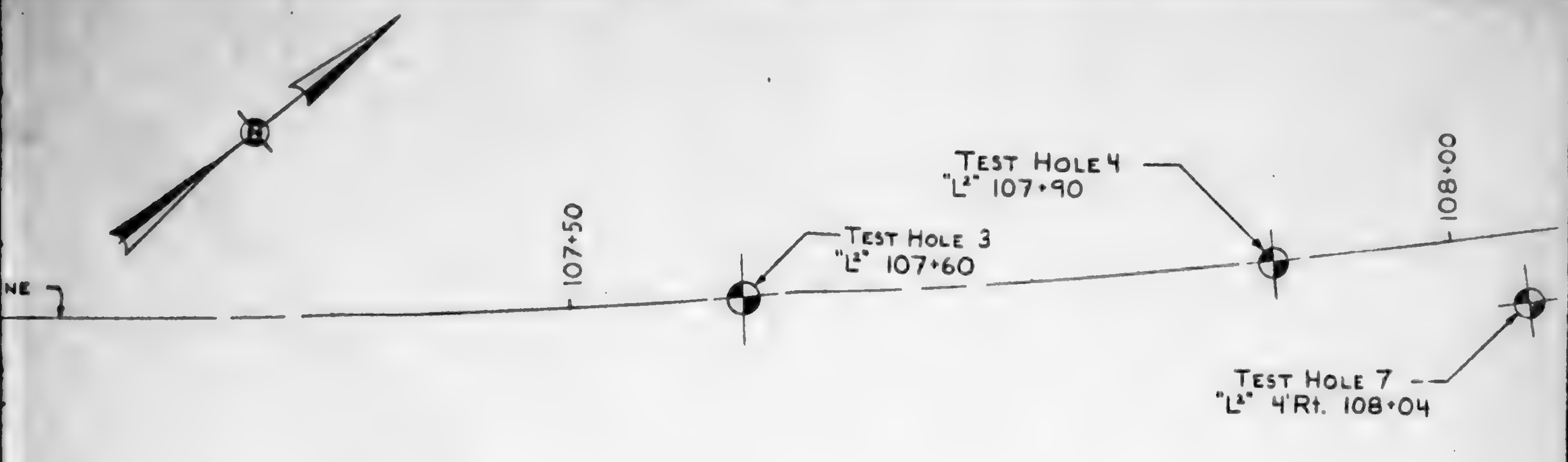
SOILS AND GEOLOGICAL EXPLORATION LOG

oject JENNY CREEK BRIDGE — Bridge No. 660
ghway GREEN SPRINGS — County JACKSON — Prefix 15-1977-921

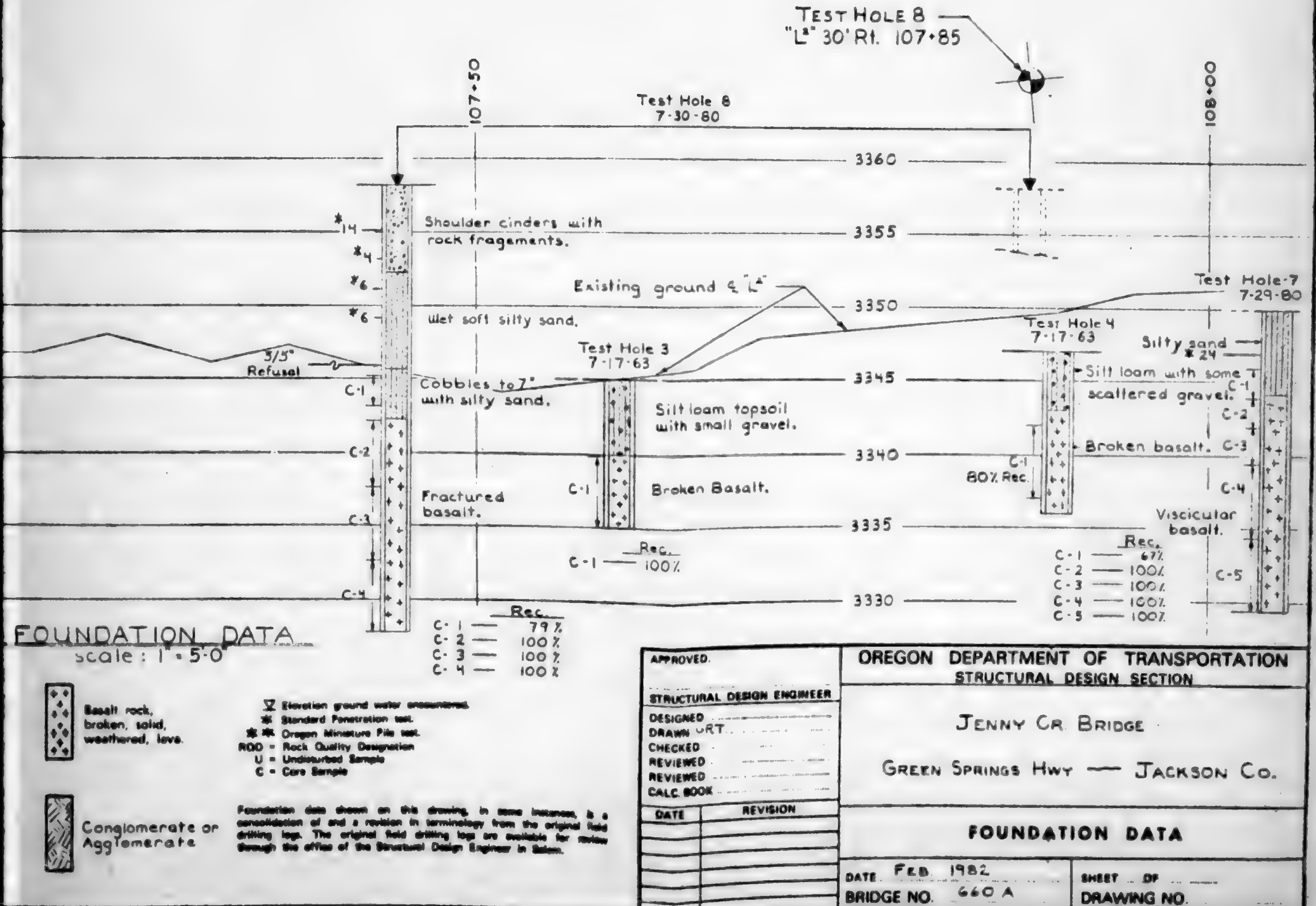
rpose of Work BRIDGE FOUNDATION EXPLORATION
gineer B. Mayde (RESIDENT) — Driller George Cooper — Logged By Jim Bildeaback
te Started July 30, 1980 — Completed July 30, 1980 — Date July 31, 1980
ROAD SHOULDER - 15.5' E. of NE. Corner bridge — 3' from edge Pavement (See sketch)
le Location, ______ Line, Sta. ______ Lt. ___ C.L. ___ Rt. ______ — Hole No. 8 of 8
ound Elev. Road shoulder — Depth to Groundwater ______ — Equip. Mobile B-40 (#61-893 TRAILER MOUNTED)
sts: "N" - Standard Penetration Test, No. 5 — Auger ______ ft. ______
"M" - Oregon Miniature Pile Test, No. ______ — Casing BW ft. 16'
"C" - Core, Barrel Type BW No. 4 — Open ______ ft. 14.5
"U" - Undisturbed, Size ___ Type ______ No. ______ — Total Depth 30.5'

Depth	Sample Type, Depth	Driving Resistance Blows/x in.	Measured Recovery	% Recovery	% Natural Moisture	Hardness	Particle Size, Jointing	Water Level	Auger, Casing, Open, Core	Meter	MATERIAL DESCRIPTION Color / Plasticity / Consistency / Organic Content Wet-Dry / Jointed-Broken / Angular-Rounded / Sample Lab. No. / LL-PI, etc.
1											SHOULDER CINDERS - GREY TO REDDISH
2	N-1	1/2/2/4	8"	33							
3										1	CINDERS & 1"-0 LOST DRILL WATER
4	N-2	3/2/2/3	6"	25							ROCK FRAGMENTS RETURN @ 4'
5											
6	N-3	1/4/2/2	5"	21	175					2	
7											WET, SOFT SILTY SAND
8	N-4	3/2/2/3	0	0							Med. grained w/ weathered Cinders
9											
10		ADVANCE CASING —								3	{ APPROX. STREAMFLOW ELEVATION
11											
12	N-5	5/5"; REFUSAL									COBBLES TO 7" } SUBANGULAR TO ROUNDED
13	C-1		19"	79						4	WITH SILTY SAND
14											
15		ADVANCE CASING	— ROCKLINE —								
16										5	BASALTIC ROCK -
17	C-2		54"	100							(HIGHLY FRACTURED)
18											
19										6	
20											C-3 - BASALTIC ROCK NUMEROUS FRACTURES ~ TWICE AS MANY AS ABOVE - Altered fracture Surfaces -
21											
22	C-3										
23			60"	100						7	
24											
25											C-4 - BASALT - More Competent & Less fractured Than Above -
26										8	
27	C-4		60"	100							
28											
29										9	
30											

BOTTOM OF HOLE


NE
107+50
108+00
TEST HOLE 3
"L²" 107+60
TEST HOLE 4
"L²" 107+90
TEST HOLE 7
"L²" 4'Rt. 108+04

PLAN
scale: 1" = 5'-0"


TEST HOLE 8
"L²" 30'Rt. 107+85
107+50
108+00
Test Hole 8
7-30-80
3360
3355
3350
3345
3340
3335
3330
*14
*4
*6
*6
Shoulder cinders with rock fragements.
Wet soft silty sand.
5/5"
Refusal
Cobbles to 7" with silty sand.
C-1
C-2
C-3
C-4
Fractured basalt.
Rec.
C-1 — 79%
C-2 — 100%
C-3 — 100%
C-4 — 100%
Existing ground & "L²"
Test Hole 3
7-17-63
Silt loam topsoil with small gravel.
C-1
Broken Basalt.
Rec.
C-1 — 100%
Test Hole 4
7-17-63
Silt loam with some scattered gravel.
Broken basalt.
C-1
80% Rec.
Test Hole-7
7-29-80
Silty sand
*24
C-1
C-2
C-3
C-4
C-5
Viscicular basalt.
Rec.
C-1 — 67%
C-2 — 100%
C-3 — 100%
C-4 — 100%
C-5 — 100%

FOUNDATION DATA
scale: 1" = 5'-0"

⁘	Basalt rock, broken, solid, weathered, lava.
▨	Conglomerate or Agglomerate

⊻ Elevation ground water encountered.
✱ Standard Penetration test.
✱✱ Oregon Miniature Pile test.
RQD = Rock Quality Designation
U = Undisturbed Sample
C = Core Sample

Foundation data shown on this drawing, in some instances, is a consolidation of and a revision in terminology from the original field drilling logs. The original field drilling logs are available for review through the office of the Structural Design Engineer in Salem.

APPROVED.

STRUCTURAL DESIGN ENGINEER
DESIGNED
DRAWN URT
CHECKED
REVIEWED
REVIEWED
CALC. BOOK

DATE	REVISION

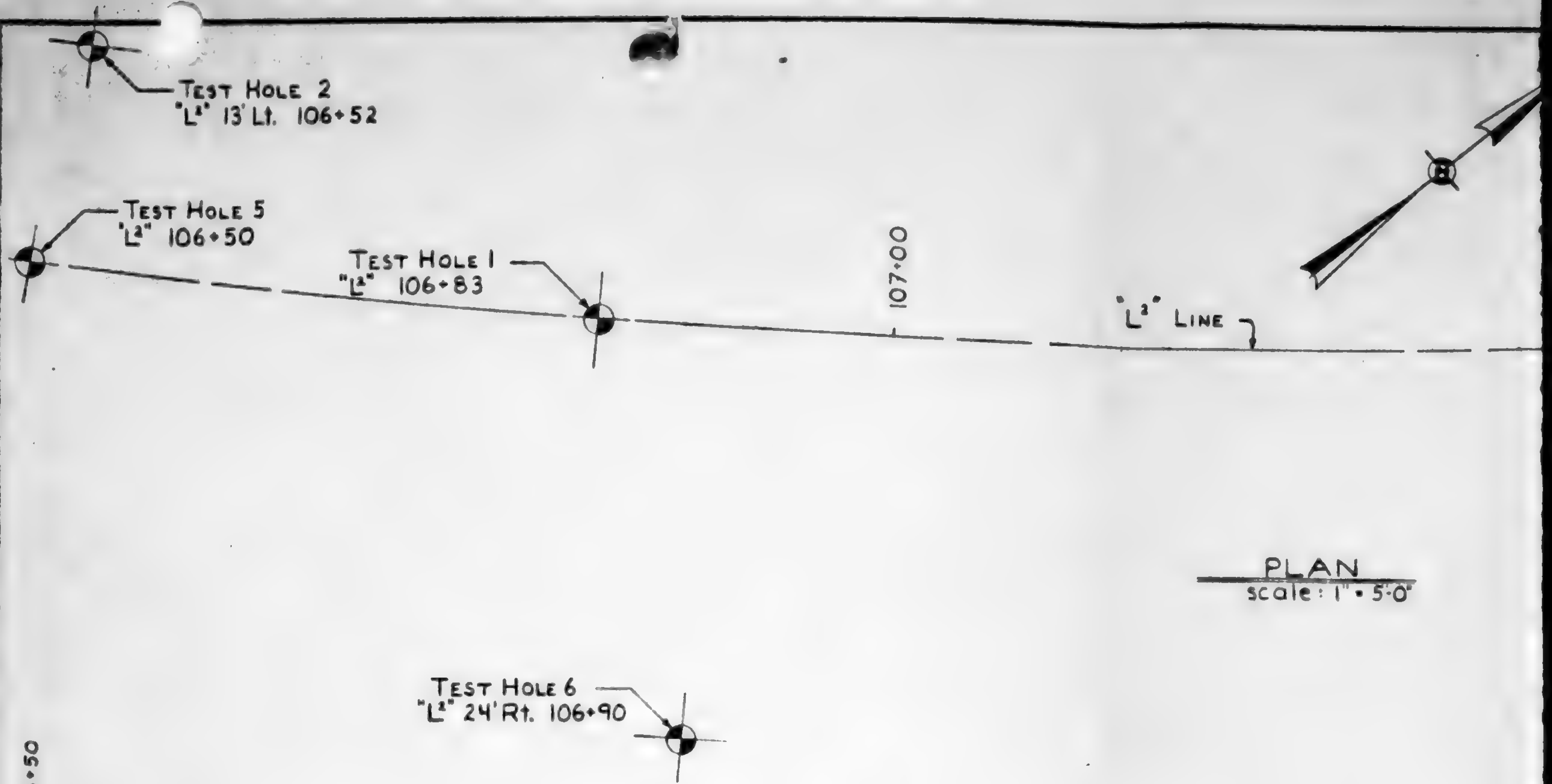
OREGON DEPARTMENT OF TRANSPORTATION
STRUCTURAL DESIGN SECTION

JENNY CR. BRIDGE

GREEN SPRINGS HWY — JACKSON CO.

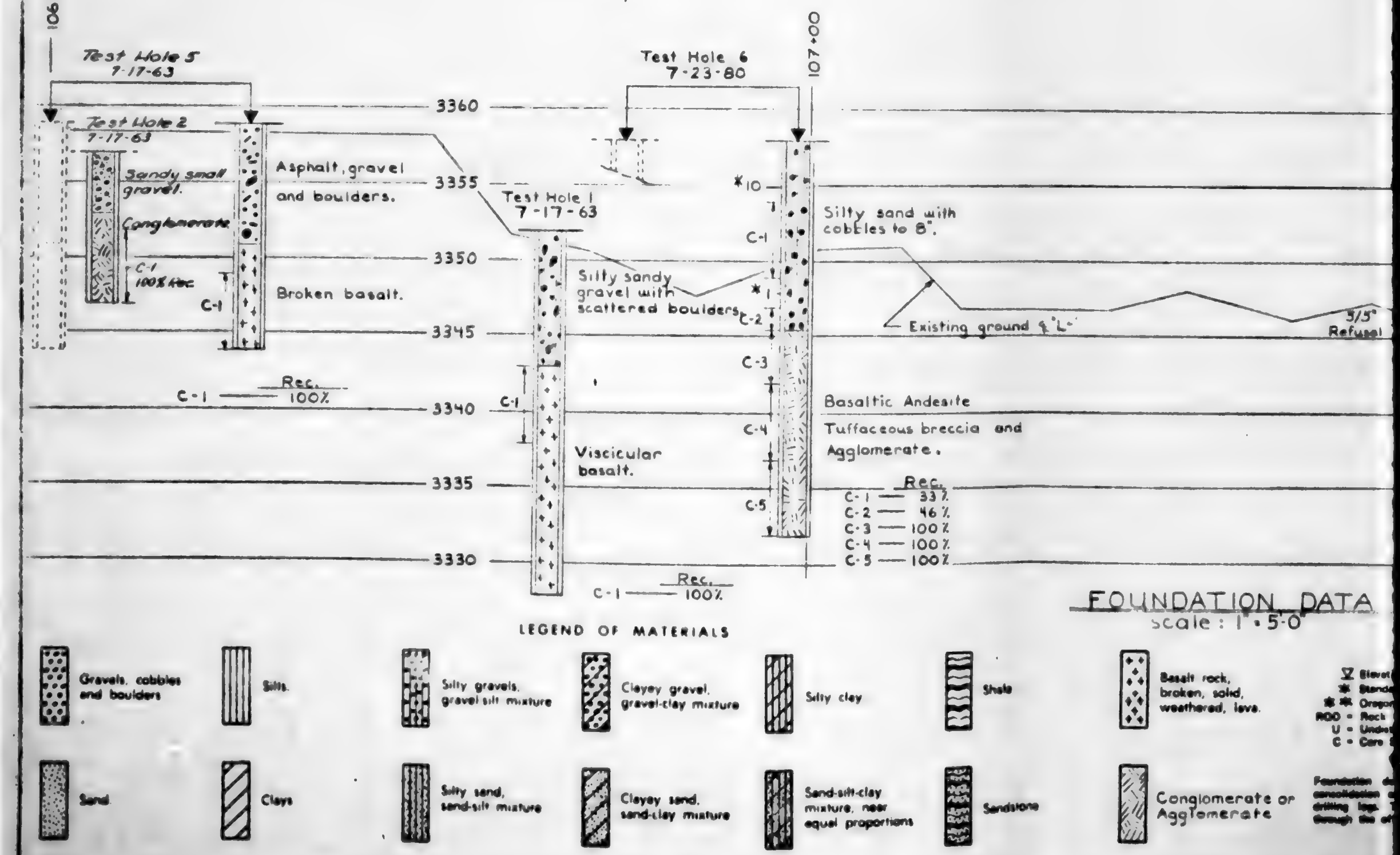
FOUNDATION DATA

DATE FEB. 1982
BRIDGE NO. 660 A
SHEET OF
DRAWING NO.



TEST HOLE 2
"L²" 13' Lt. 106+52
TEST HOLE 5
"L²" 106+50
TEST HOLE 1
"L²" 106+83
107+00
"L²" LINE
TEST HOLE 6
"L²" 24' Rt. 106+90

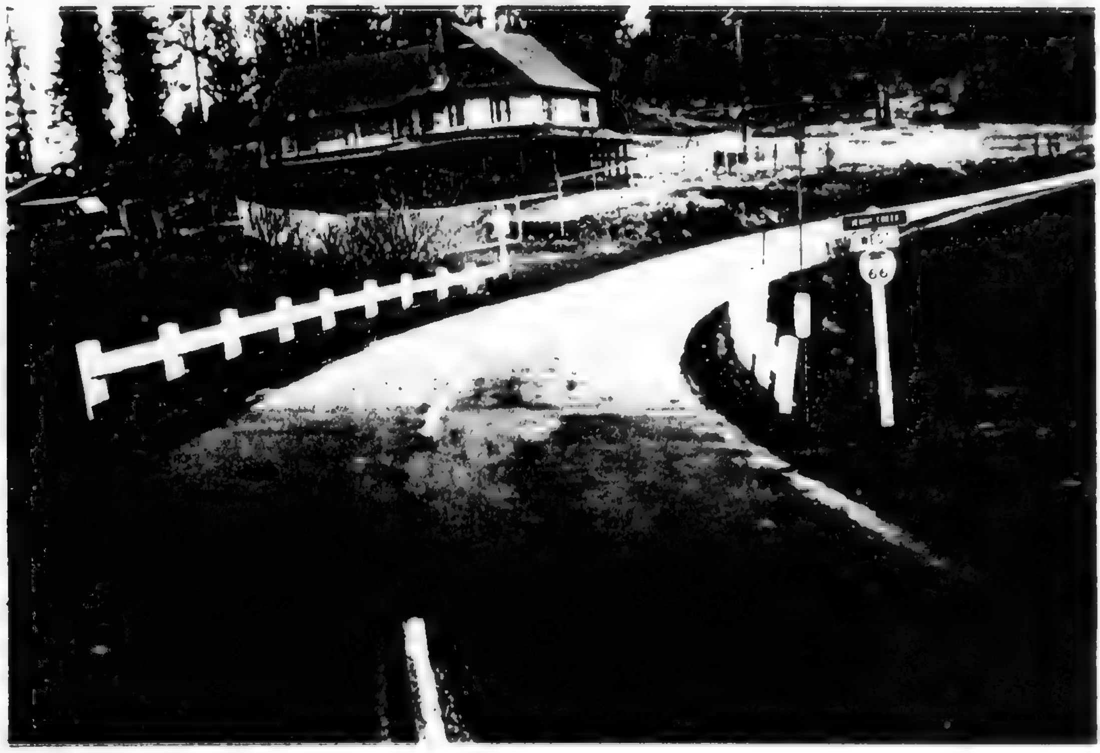
PLAN
scale: 1" = 5'-0"



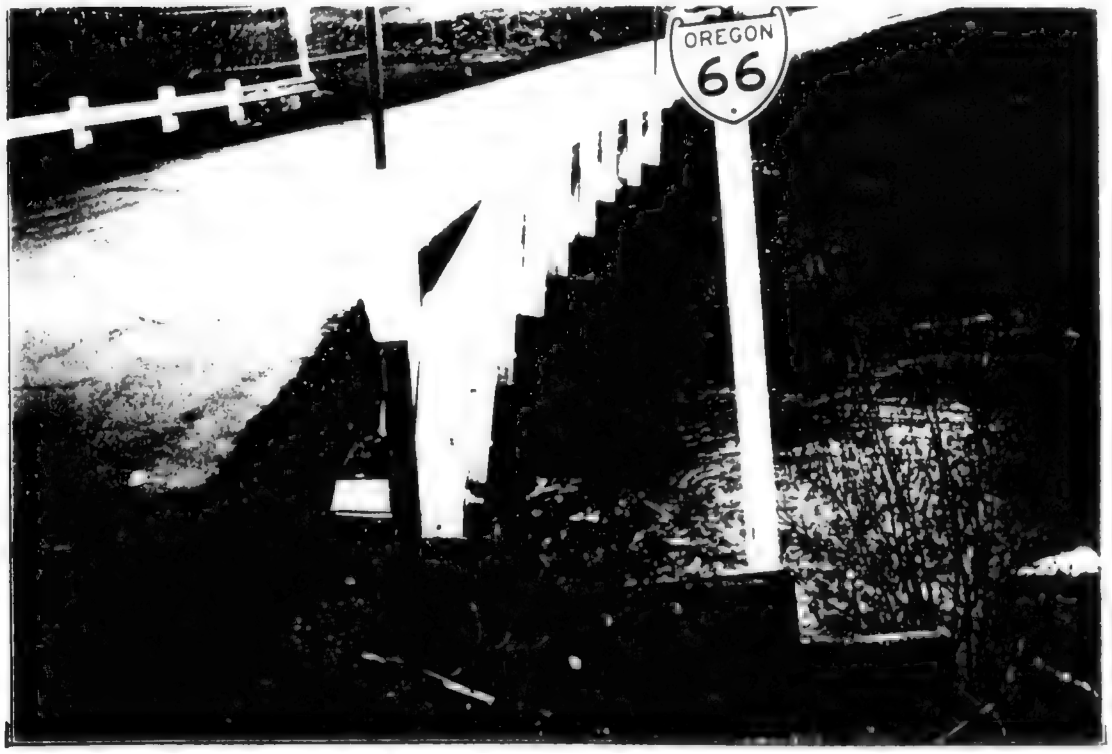
106+50
107+00
Test Hole 5
7-17-63
Test Hole 2
7-17-63
Sandy small gravel.
Conglomerate
C-1
100% Rec.
Asphalt, gravel and boulders.
C-1
Broken basalt.
C-1 Rec. 100%
3360
3355
3350
3345
3340
3335
3330
Test Hole 1
7-17-63
Silty sandy gravel with scattered boulders
C-1
Viscicular basalt.
C-1 Rec. 100%
Test Hole 6
7-23-80
*10
C-1
*1
C-2
C-3
C-4
C-5
Silty sand with cobbles to 8".
Existing ground ℄ "L"
3/5" Refusal
Basaltic Andesite
Tuffaceous breccia and Agglomerate.
Rec.
C-1 — 33%
C-2 — 46%
C-3 — 100%
C-4 — 100%
C-5 — 100%
LEGEND OF MATERIALS
Gravels, cobbles and boulders
Silts.
Silty gravels, gravel-silt mixture
Clayey gravel, gravel-clay mixture
Silty clay
Shale
Basalt rock, broken, solid, weathered, lava.
Sand
Clays
Silty sand, sand-silt mixture
Clayey sand, sand-clay mixture
Sand-silt-clay mixture, near equal proportions
Sandstone
Conglomerate or Agglomerate

FOUNDATION DATA
scale: 1" = 5'-0"

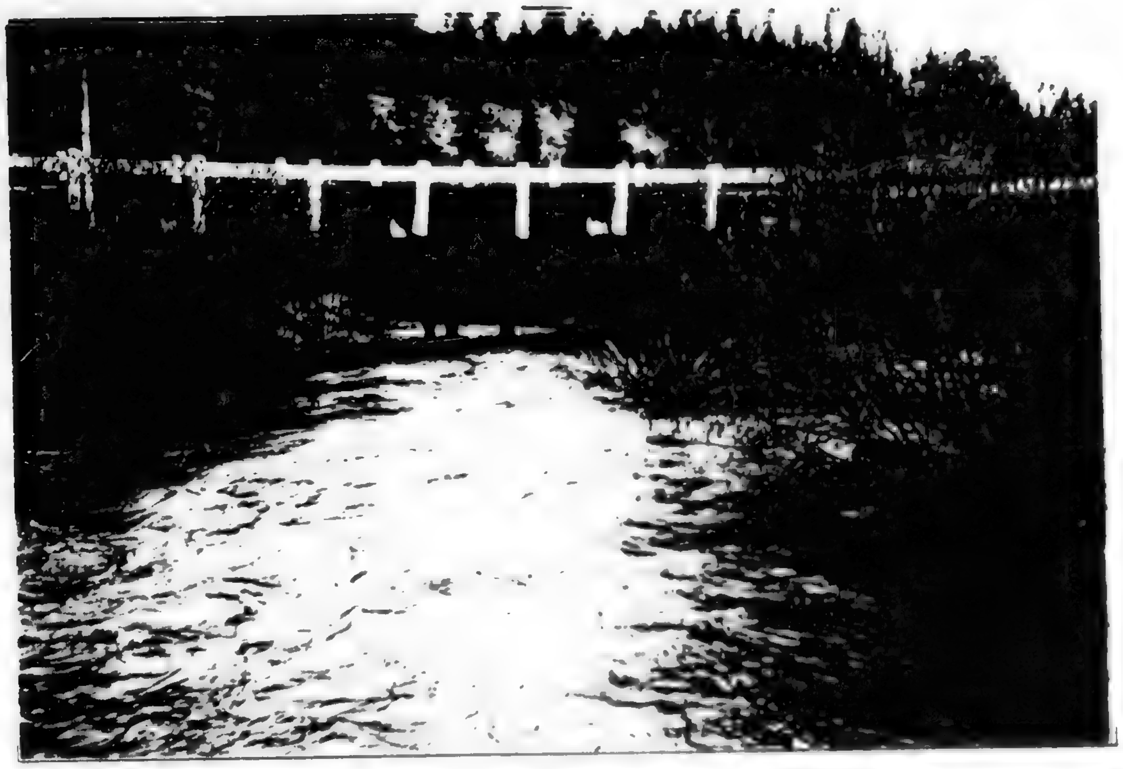
Jenny Creek Bridge #6604
Green Springs Highway
Jackson County



Looking southwesterly across existing bridge.

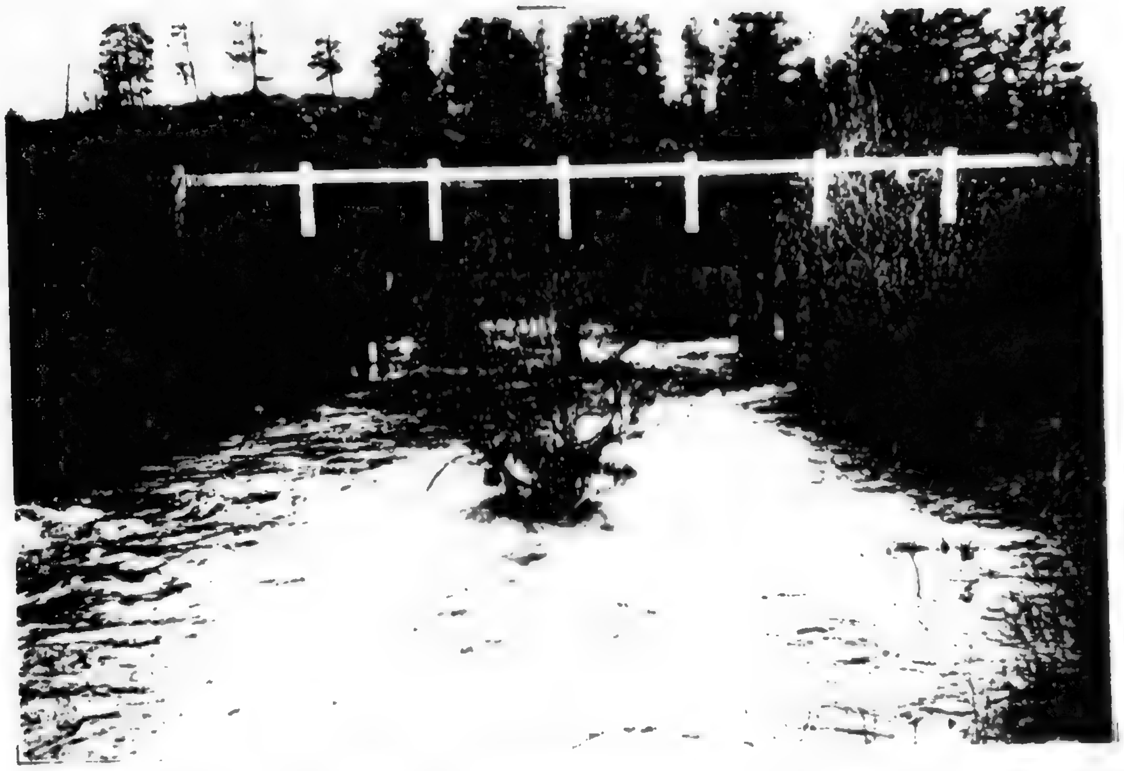


Northwesterly, upstream, side of bridge. Note confluence of Beaver Creek with Jenny Creek in upper right.

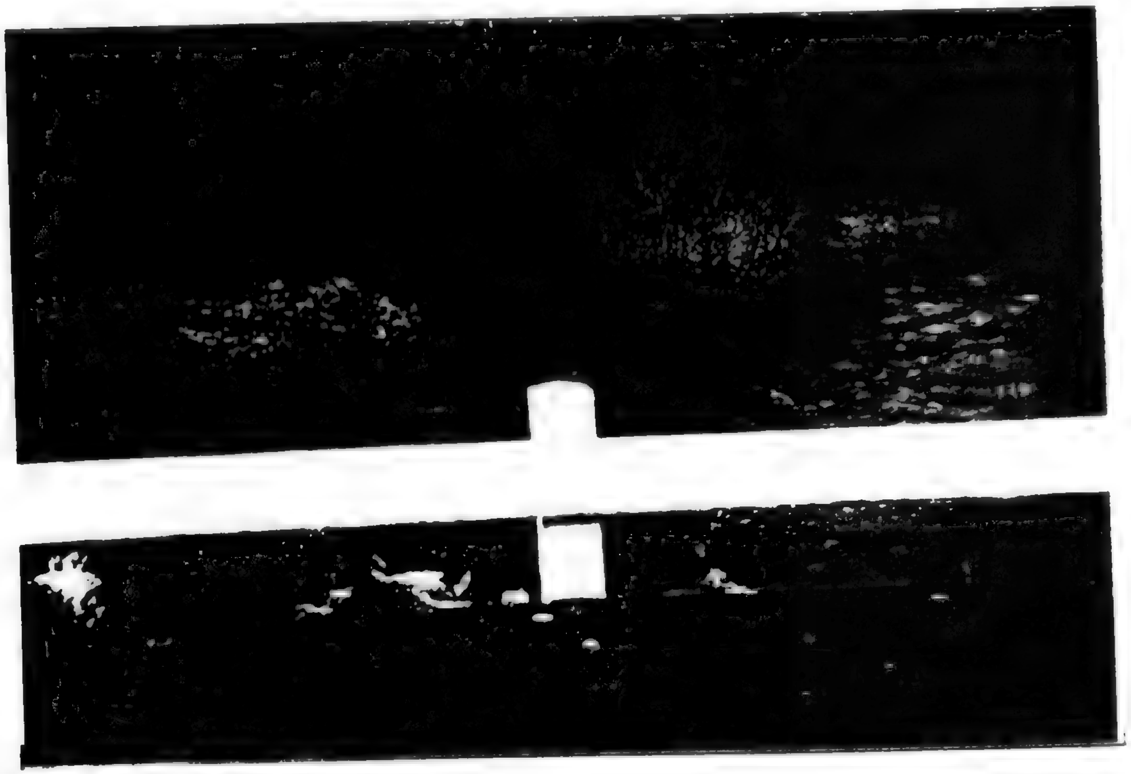


Looking downstream across area of proposed new structure.

Note concrete pedestals supporting end bent of existing bridge set high on banks behind grouted riprap.



Looking north, upstream. Note confluence of streams on far side of bridge.



Looking upstream from bridge. Beaver Creek enters at left, out of picture.

Looking southeasterly across existing bridge.

Looking south, downstream, from existing bridge.

2-17-82

U. S. DEPARTMENT OF TRANSPOR   ION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-15(7)
2. STATE PROJECT NO. See below
2A. COUNTY NAME Jackson

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. 00101

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 2/17/82
8. FEDERAL ROUTE NUMBER Primary 15
9. STATE ROUTE NUMBER Primary 21

10. GENERAL LOCATION:
Jenny Creek Bridge Section

11. GENERAL DESCRIPTION OF WORK
Right of Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☒ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested by Mr. Swan's letter of 2/9/82 you are now authorized to proceed with all phases of right of way acquisition for files 52508, 52509 and 52510 as shown on R/W map 9B-20-17 at a TEC of $11,000 Federal Funds $9,699.

Federal participation is limited to that right of way actually incorporated in the final location of the subject project.

RECEIVED
STATE HWY ENGR
FEB 23 '82
REFER TO
FOR
Info | Inve | R/W | D R | Sugg | Act | File

14. DATE 2/17/82
15. SIGNATURE OF APPROVING OFFICIAL G. K.
16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

b

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

February 9, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Operation Programming Engineer

SUBJECT: Project Data Submission
Item No. 00101
Project No. F-15(7)
Jenny Creek Bridge Section
Jackson County

Enclosed is data consisting of PR-1 forms, sketch maps and right-of-way map 9B-20-17 for the subject project.

I request the following:

> Authorization to proceed with right-of-way acquisition all phases at an estimated total cost of $11,000 with an obligation of $9,699 in federal funds. The right-of-way to be acquired is as outlined in red on the enclosed right-of-way map and does not involve relocation assistance.

A copy of the State Clearinghouse A-95 Review Conclusions has been previously forwarded.

CL:bkc
Attachments

cc: J. Boyd
F. Lowe
General Files

Form 734-3122

ROAD DESIGN SECTION 378-6558

ROW 3:1

J. B. Boyd, Manager
Right of Way Section

January 26, 1982

J. H. Versteeg
Road Design Engineer

Files 52508, 52509 & 52510
Jenny Creek Bridge Section
Green Springs Highway
Jackson County

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
JAN 28 1982
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up / /
Action

Attached are descriptions (3 files), an authorization and right of way prints covering right of way required for the subject project, scheduled for June 24, 1982.

By:

W. H. Wakerlig
R/W Descriptions Supervisor

WHW:rlr
Attachments

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.
BRF-15(4)

2. STATE PROJECT NO.
See below

2A. COUNTY NAME
Jackson

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO.
00101

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE
9/29/81

8. FEDERAL ROUTE NUMBER
Primary 15

9. STATE ROUTE NUMBER
Primary 21

10. GENERAL LOCATION:
Jenny Creek Bridge Section

11. GENERAL DESCRIPTION OF WORK
Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Program change

13. REMARKS

As requested in Mr. Swan's letter of 9/25/81 I approve the revised Preliminary Engineering Costs to a TEC of $36,950 Federal Funds $29,560.

(Increase TEC $7,500 Federal Funds $6,000)

orig 10-8

RECEIVED
STATE HWY ENGR
OCT 8 '81
REFER TO
Moe Tilling
FOR
Info Inves R.I. D/R Sign [✓ Act] File

14. DATE
9/29/81

15. SIGNATURE OF APPROVING OFFICIAL
G. K. Hossner

16. TITLE
for Division Administrator

FORM PR-1240 (Rev. 12-79)   PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO. F-15(4)

STATE PROJECT NO. See below

FROM:
G. L. Green, Division Administrator
Salem, Oregon

PROGRAM NO.

ITEM NO. 00101

COUNTY NAME Jackson

PROGRAM STAGE *(Check)* ☐ 1. ☐ 2.

TO:

Mr. N. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR.
JUN 27 '80
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

DATE PS&E APPROVED

DATE AUTHORIZATION EFFECTIVE 6-24-80

FEDERAL ROUTE NUMBER Primary 15

STATE ROUTE NUMBER Primary 21

GENERAL LOCATION:

Jenny Creek Bridge Section

GENERAL DESCRIPTION OF WORK:

Preliminary Engineering

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY
PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☒ PREPARATION Including Areheological Salvage and Utility Preparation
☐ OTHER *(Specify)* TEC $29,450 - FF $23,560

☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION - ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested by Mr. Swan's PEA dated 5-27-80.

DATE 6-24-80

SIGNATURE OF APPROVING OFFICIAL G. K. H

TITLE for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U. S. GOVERNMENT PRINTING OFFICE: 1978-631-888

9587

21

NOTE: SHADED AREAS
TO BE COMPLETED
IN SALEM OFFICE

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

DATE

PREFIX

1 - IDENTIFICATION

PROJECT NAME: Jenny Creek Bridge #660

HIGHWAY NAME: Green Springs

HIGHWAY NUMBER: 021

REGION: 3

ADMINISTRATIVE DISTRICT: 8

COUNTY: Jackson

CITY:

LENGTH: 0.3

MILEPOST NUMBER: 23.27 TO 23.57

☒ RURAL ☐ URBAN

LOCAL GOVERNMENT PROJECT? ☐ YES ☒ NO

IF YES, UNIT OF GOVERNMENT:

TYPE OF FUNDS: ☐ FAI ☐ FAP ☐ FAS ☐ STATE ☐ FAUS ☒ OTHER SBRP

METHOD OF CONSTRUCTION: ☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK: ☒ GRADING ☒ PAVING ☒ STRUCTURE ☐ SIGN ☐ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

Replace 23' wide X 68' long structure over Jenny Creek.

34' ~~28'~~ AASHTO Min
[illegible]
22' +6 shldrs : . 34'

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME): 1978 - 650

PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME):

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	☐	☐	☐	☐	☐	☐
PROPOSED	☐	☐	☐	☐	☐	☐

DESIGN SPEED (MPH): 40+

DESIGN STANDARDS: AASHTO

TRAFFIC ANALYSIS: ☒ LIGHT ☐ MEDIUM ☐ HEAVY

3-31-80
Frank E. [illegible]
Location Engineer

FORM 734-1730 (12-78) Page 1

3 - FEATURES

	EXISTIN NUMBER AND WIDTH	P POSED NUMBER AND WIDTH
TRAVEL LANES	two - 9 1/2'	two - 11'
SHOULDERS	two - 1'	two - 6'
MEDIANS		
PARKING LANES		
SIDEWALKS		
BIKEWAYS	none	none
INTERCHANGES		
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☐	☒	☐
Illumination	☐	☒	☐
Structures	☒	☐	☐
Stage Construction	☐	☐	☒
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☒	☐	☐
River ____	☐	☒	☐
Stream Jenny Ck.	☒	☐	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☒	☐	☐
Simple Acquisition	☒	☐	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☒	☐	☐
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☒	☐	☐
Dept. of Geology & Min. Ind.	☐	☐	☒
Corps of Engineers	☒	☐	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☒	☐	☐

3 - FEATURES (cont.)

	YES	NO	MAYBE
Agreements (City-County Etc.)	☐	☒	☐
Environmental Assessment	☒	☐	☐
Statewide Assessment	☐	☐	☒
Negative Declaration	☐	☒	☐
Environmental Impact Statement	☐	☒	☐
4-F Statement	☐	☒	☐
Citizen Advisory Committee	☐	☒	☐
Public Hearing ______	☐	☒	☐
Borrow Source	☐	☐	☒
Material Source	☐	☐	☒
Utilities	☐	☒	☐

Type ______________________

	YES	NO	MAYBE
Hydraulics Study	☒	☐	☐
Soils Investigation	☒	☐	☐
Airport Clearance	☐	■	☐
Economic Analysis	☒	☐	☐
Requires Field Survey	☒	☐	☐
Old Survey Available	☒	☐	☐
Requires Vicinity Map	☒	☐	☐
Requires Photogrammetry	☐	☒	☐
Requires Reconnaissance Survey	☐	☒	☐
Reconnaissance Available	☐	☒	☐
Design Review	☐	☒	☐

4 - WORK ITEMS

	TO BE PERFORMED BY		
	APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☐	☒	☐
RIGHT–OF–WAY	☐	☒	☐
CONSTRUCTION ENGINEERING	☐	☒	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	( )	2
PRELIMINARY DESIGN	( )	–
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	( )	5
P.S. & E. DOCUMENTS	(1)	4

	(Region)	(Salem)
RECOMMENDED CONSTRUCTION DATE		F IQ '82

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING
Asphaltic Concrete (Future)	1.5"	
Asphaltic Concrete	4.0"	
Aggregate Base	14.0"	

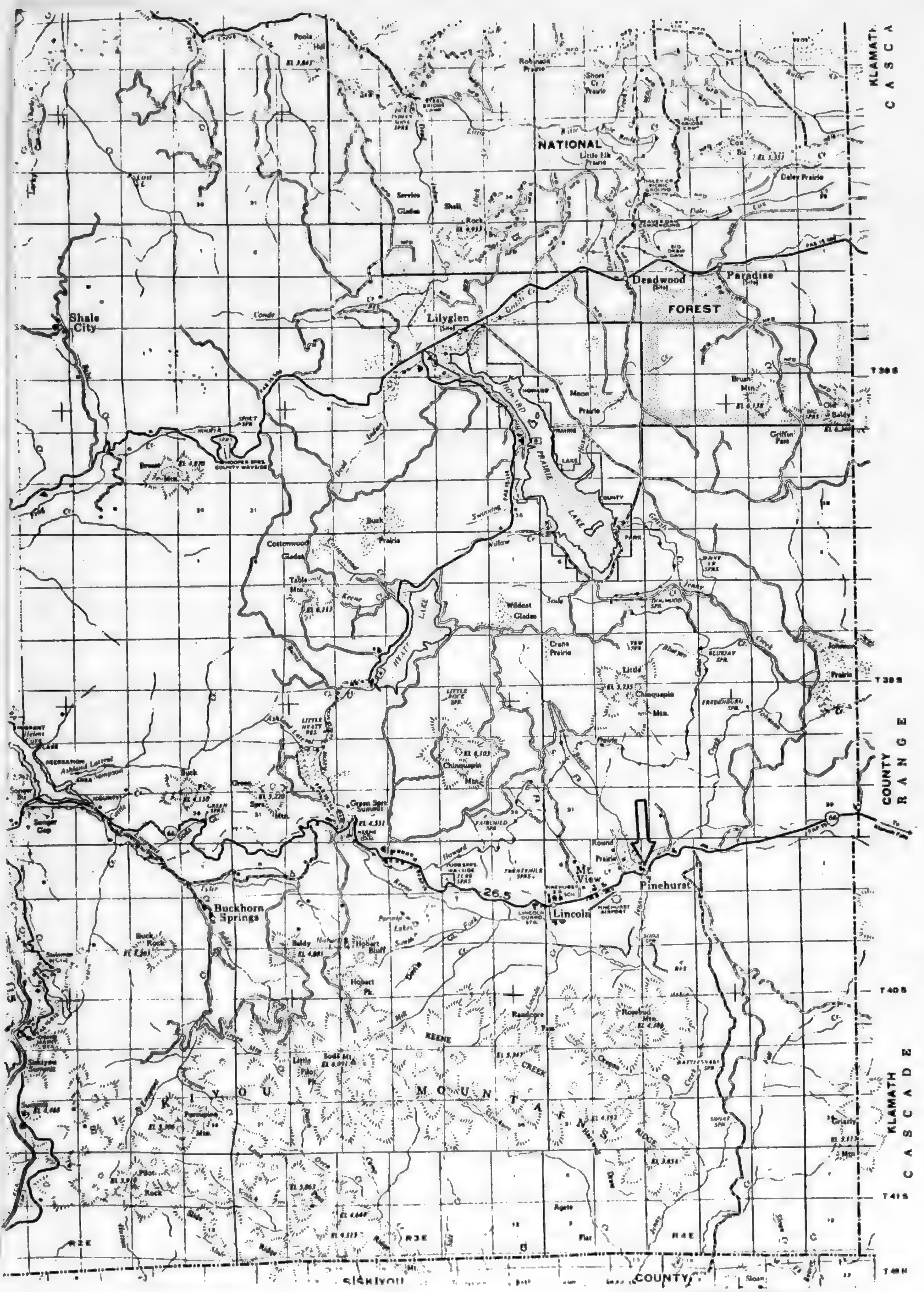
7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING		$ ~~21,750~~ 29,450
RIGHT OF WAY	$ 9,500	9,500
TRAFFIC CONTROL		20,000
ILLUMINATION		—
STRUCTURES		116,000
RAILROAD		—
ROADWAY		100,000
OTHER		—
ENGINEERING & CONTINGENCIES 13 1/2%		32,750
PROJECT TOTAL		$ ~~300,000~~ 307,700

SUBMITTED BY ______________________________


NATIONAL
FOREST
Robinson Prairie
Short Cr Prairie
Poole Hill
Little Elk Prairie
Daley Prairie
Service Glades
Shell
Rock
Deadwood
Paradise
Lilyglen
Shale City
Brush Mtn.
Old Baldy
Griffin Pass
Moon Prairie
HOWARD PRAIRIE LAKE
COUNTY PARK
Buck Prairie
Cottonwood Glades
Table Mtn.
Swimming
Willow
Wildcat Glades
Crane Prairie
HYATT LAKE
Little Chinquapin Mtn.
Johnson Prairie
Chinquapin Mtn.
Buck Pt.
Green Sprs Mtn.
Green Sprs Summit
Soda
Round Prairie
Mt. View
Pinehurst
Lincoln
26.5
66
Buckhorn Springs
Buck Rock
Baldy
Hobart Bluff
Hobart Pt.
Keene
Rosebud Mtn.
Soda Mtn.
Little Pilot Pk.
Porcupine Mtn.
Pilot Rock
Siskiyou Summit
Skinner Gap
SISKIYOU MOUNTAINS
KEENE CREEK RIDGE
Agate
Flat
Grizzly Mtn.
R2E
R3E
R4E
T38S
T39S
T40S
T41S
T48N
SISKIYOU COUNTY
KLAMATH COUNTY
CASCADE RANGE

GE

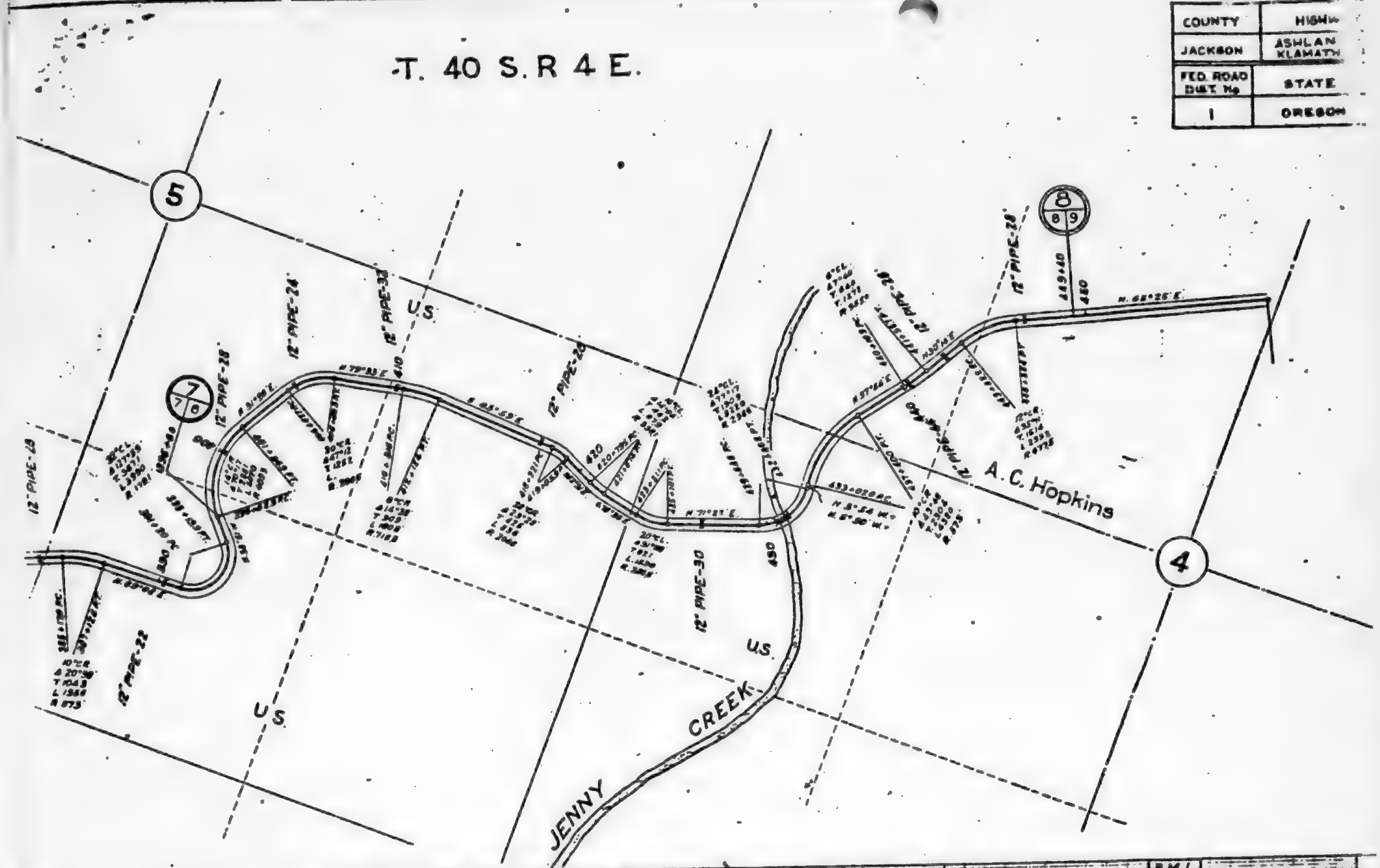
JAC

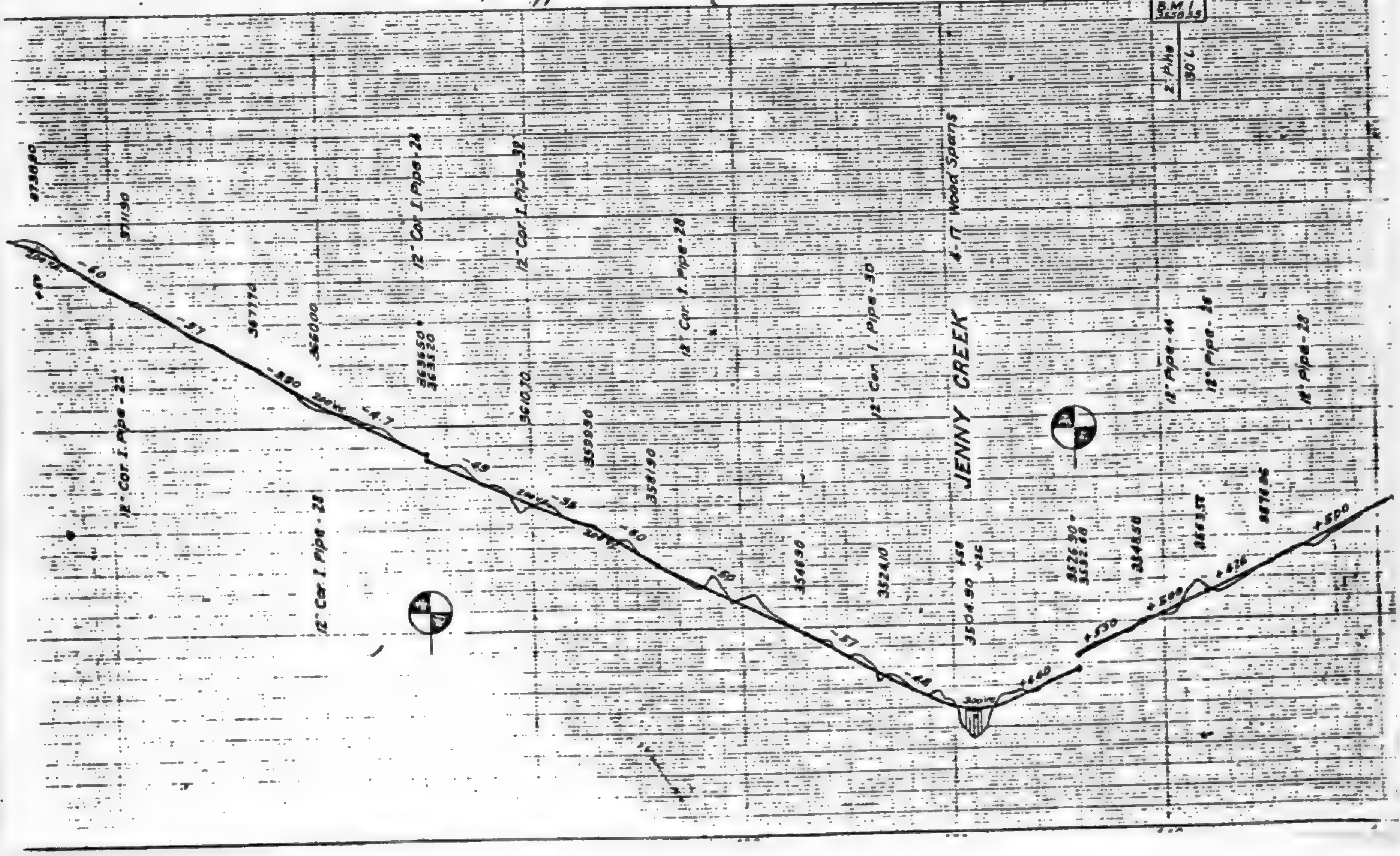
ORI

U.S

FE

COUNTY	HIGHW
JACKSON	ASHLAN KLAMATH
FED. ROAD DIST. No	STATE
1	OREGON


T. 40 S. R 4 E.
5
7
8
4
U.S.
U.S.
U.S.
A. C. Hopkins
JENNY CREEK
12" PIPE-18
12" PIPE-22
12" PIPE-28
12" PIPE-24
12" PIPE-32
12" PIPE-20
12" PIPE-30
12" PIPE-28
410
420
450
480


B.M. 1
2' Pipe
30 L.
12" Cor. I. Pipe-22
12" Cor. I. Pipe-28
12" Cor. I. Pipe-24
12" Cor. I. Pipe-32
12" Cor. I. Pipe-28
12" Cor. I. Pipe-30
4-17' Wood Spans
JENNY CREEK
12" Pipe-44
12" Pipe-26
12" Pipe-22
3504.90
+5.50
+5.00
+6.26
+5.00

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
Room 306, State Library Building
Salem, Oregon 97310, Phone: 378-3732
Toll Free Number - 1-800-452-7813

STATE A-95 REVIEW CONCLUSIONS

NOTED
H.S. COULTER

APPLICANT: OR DOT HWY DIV

PROJECT TITLE: Jenny Creek Bridge #660 Jackson

DATE: March 18, 1980

The state has reviewed your project and reached the following conclusions:

RECEIVED
STATE HWY ENG.
MAR 20 '80
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File
						✓

☒ No significant conflict with the plans, policies or programs of state government have been identified ~~[illegible]~~.

☒ Relevant comments of state agencies are attached and should be considered in the final design of your proposal.

☐ Potential conflicts with the plans and programs of the state agency(s) have been satisfactorily resolved. No significant issues remain.

☐ Significant conflicts with the plans, policies or programs of state government have been identified and remain unresolved. The final proposal has been reviewed and the final comments and recommendations of the state are attached.

Attachment

cc: G.L. Green
H.S. Coulter ✓
F.E. Terpin
J.B. Boyd
J.H. Versteeg
Gary Potter
W.J. Hart
Aeronautics Division
B.L. Giffore
Reg. Eng.: 3- A. Shirley
Dist. Eng.:8- G.T. Thornton

NOTICE TO FEDERAL AGENCY

The following is the officially assigned State Identifier Number:

8002 2 360

This number should be used on all correspondence and particularly on SF 240 as required by OMB A-98.

BEN GIFFORD
2-5-80

A copy of this notification and attachments, if any, must accompany your application to the federal agency as required by OMB A-95. Comments of the appropriate local reviewing agencies will be submitted to you separately and must also be included.

[illegible] ML

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

DEPARTMENT OF LAND
CONSERVATION AND DEVELOPMENT
FEB 22 1980
SALEM

Intergovornmental Relations Division
Room 306, State Library Building
Salem, Oregon 97310, Phone: 378-3732

PNRS STATE REVIEW

Project #: 8002 [illegible] 360 Due Date: MAR 1 1 1980

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed

PROGRAM REVIEW AND COMMENT

To State Clearinghouse: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

- ☐ It has no adverse effect.
- ☐ We have no comment.
- ☐ Effects, although measurable, would be acceptable.
- ☐ It has adverse effects. (Explain in Remarks Section)
- ☐ We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)
- ☐ Please coordinate the implementation of the proposal with us.
- ☒ Additional comments for project improvement. (Attach if necessary)

REMARKS (Please type or print legibly)

Agency LCDC By

I.

Department of Land Conservation and Development
Review # 8002 2 360

This project and its related land use implications must be coordinated and consistent with the Jackson Co. Comprehensive Plan and efforts to develop or update the Plan. (The Jackson anticipates requesting Plan Acknowledgment from the LCDC on 7/ 1/ 80)

The Jackson is responsible for determining compliance with applicable Statewide Planning Goals prior to the commencement of this project. This determination of compliance with Goals
#12 Transportation

may be stated in simple conclusory form without extensive findings. In addition, the applicant should recognize citizen and agency involvement programs established by the local jurisdiction.

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

MAR 10 1980

Intergovernmental Relations Division
Room 306, State Library Building
Salem, Oregon 97310, Phone: 378-3732

PNRS STATE REVIEW

Project #: 8002 2 360 Due Date: MAR 14 1980

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed

---

PROGRAM REVIEW AND COMMENT

To State Clearinghouse: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

( ) It has no adverse effect.

( ) We have no comment.

( ) Effects, although measurable, would be acceptable.

( ) It has adverse effects. (Explain in Remarks Section)

( ) We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)

(X) Please coordinate the implementation of the proposal with us.

( ) Additional comments for project improvement. (Attach if necessary)

REMARKS (Please type or print legibly)

Comments are attached.

Agency Fish & Wildlife By James A. [illegible]
ENVIRONMENTAL MANAGEMENT SECTION 3/7/80

PNRS 8002-2-360

The Oregon Department of Fish and Wildlife has no objection to the Jenny Creek Bridge (#660) Project in Jackson County if the following conditions are observed:

1) The project planning, timing and implementation should be coordinated with our district fish biologist, John Fortune. He can be contacted at 4343 Miller Island Road, Klamath Falls, Oregon 97601, telephone number 884-4461.
2) Stream channel changes should be avoided when possible.
3) Adequate measures should be taken to minimize turbidity, which could arise during construction.
4) Soils disturbed by the project should be stabilized and revegetated.
5) All project debris should be removed from the stream.
6) No pollutants of any type are allowed to enter the waterway (i.e., petroleum products, fresh concrete, silt).

We appreciate the opportunity to review and comment on this project.

cc: Bill Haight

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

FEB 29 1980

RECEIVED
FEB 22 1980
DIVISION OF STATE LANDS

Intergovornmental Relations Division
Room 306, State Library Building
Salem, Oregon 97310, Phone: 378-3732

PNRS STATE REVIEW

Project #: [illegible]   Due Date: MAR 14 1980

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed

PROGRAM REVIEW AND COMMENT

To State Clearinghouse: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

( ) It has no adverse effect.

( ) We have no comment.

( ) Effects, although measurable, would be acceptable.

( ) It has adverse effects. (Explain in Remarks Section)

( ) We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)

( ) Please coordinate the implementation of the proposal with us.

(✓) Additional comments for project improvement. (Attach if necessary)

If the project would require the removal, fill or alteration of 50 cubic yards or more of material within the banks of the waterway(s), we urge the applicant to apply for state fill or removal permits well in advance of construction deadlines to prevent unnecessary project delays. Specific information on the need for permits may be obtained from the Division of State Lands' office at 1445 State Street, Salem, OR 97310. Phone 378-3805.

Thank you for the opportunity to comment on this project.

Agency Lands   By ____

(#2)

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

February 5, 1980

In Reply Refer to File No.: PRO 6-5

TO
Executive Department
Federal Aid Coordination Unit

Rogue Valley Council of Governments
33 North Central, Suite 211
Medford, OR 97501

FROM
D. E. Swan
Operation Programming Engineer

SUBJECT
Notice of Intent for Federal Aid Funds
State Admin. Dist. No. 8
Section: Jenny Creek Bridge #660
Highway: Green Springs Hwy. OR. RT. 140
County: Jackson

Noted
H. S. COULTER

In accordance with Executive Memorandum 02-270-20, attached are copies of the Notices of Intent for the subject project.

Early programming of this project for advance planning in anticipation of future construction is necessary; therefore, your prompt attention to this proposal will be appreciated.

Allowing time for your review, we estimate the date of filing for federal aid funds on this project to be March 6, 1980

BLG:dmc
Attachments
cc: G. L. Green, FHWA
H. S. Coulter ✓
F. E. Terpin
J. B. Boyd (2)
J. H. Versteeg (3)
Gary Potter
W. J. Hart
Reg. 3 Engr: A. Shirley
Dis. 8 Engr: G. T. Thornton
Aeronautics Division
David Powers, Parks
B. L. Gifford

RECEIVED
STATE HWY ENGR
FEB 19 '80
REFER TO

FOR

Info	Inves	B/D	D/R	Sgn	Act	File
						✓

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

NOTIFICATION OF INTENT TO APPLY FOR FEDERAL AID

For Internal Use Only	1-8] PNRS #	Page One

02	12] APPLICANT [45 Department of Transportation	46] DIVISION [79 Highway
03	12] APPLICANT ADDRESS STREET [45 O'DOT Building	46] CITY [60: Salem 76] ZIP [80: 97310
04	12] CONTACT PERSON [45 D. H. Moehring	46] AREA CODE [48: 503 49] PHONE [55: 378 56] EXTENSION [59: 6563
01	12] PROJECT TITLE [71 Jenny Creek Bridge #660	
11	12] PROJECT LOCATION—CITY Green Springs Hwy. OR. RT. 140	PROJECT LOCATION—COUNTY Jackson PROJECT LOCATION SEC: T: R:

SUMMARY PROJECT DESCRIPTION (ATTACH SUPPORTING DOCUMENTS AS NECESSARY—SEE INSTRUCTIONS ON BACK)

05 Replace an existing three span wooden structure on a 24° curve. It is hoped [71

06 12] that alignment change will reduce the curvature to about 12°. [71

07 12] [71

08 12] [71

09 12] [71

10 12]

12	AMOUNT REQUESTED—FEDERAL FUNDS		NON-FEDERAL MATCHING FUNDS		OTHER	TOTAL
	12] (A) Grant [19	20] (B) Other [27	28] (C) State [35	36] (D) Local [43	44] (E) FUNDS [51	52] (F) FUNDS [60
	240,000	-----	60,000	-----	-----	300,000

13	12] TYPE OF OTHER FEDERAL FUNDS (See 12B) [45	46] TYPE OF OTHER NON-FEDERAL FUNDS (See 12E) [79
14	12] FEDERAL PROGRAM TITLE [71 Title 23 USC Highways	
15	12] FEDERAL AGENCY NAME [45 U. S. Department of Transportation	46] FEDERAL SUB-AGENCY NAME [79 FHWA

17 **(A) TYPE OF APPLICANT:** (Check (X) the single most applicable box)

STATE ☒ 12 INTER-STATE ☐ 13 COUNTY ☐ 14 CITY ☐ 15 SCHOOL DISTRICT ☐ 16 SPECIAL DISTRICT ☐ 17 COMMUNITY ACTION ☐ 18 SPONSORED ORGANIZATION ☐ 19 OTHER ☐ 20

(B) TYPE OF ACTION: (Check (X) as many boxes as apply to this action)

NEW GRANT ☒ 21 CONT. GRANT ☐ 22 SUPPL'T GRANT ☐ 23 INCREASE DURATION ☐ 24 DECREASE DURATION ☐ 25 CANCELLATION ☐ 26 INCREASE DOLLARS ☐ 27 DECREASE DOLLARS ☐ 28

(C) HAS DISTRICT CLEARINGHOUSE BEEN NOTIFIED? Yes ☒ 29 No ☐ 30 Date: February 5, 1980

(D) REVIEW REQUIRED by A-95: Yes ☒ 31 No ☐ 32

(E) ENVIRONMENTAL IMPACT: Yes ☐ 33 No ☒ 34

(F) HOUSING RELOCATION REQUIRED: Yes ☐ 35 No ☒ 36

(G) ESTIMATED APPLICATION FILING DATE: 41] MONTH [42: March 43] DAY [44: 20 45] YEAR [46: 1980

ADDITIONAL INFORMATION—ALL APPLICANTS

I. A. Is the project consistent with the city or county comprehensive plan, zoning and subdivision ordinance? No ☐ Yes ☒

I. B. Is the proposal consistent with statewide land use goals? No ☐ Yes ☒

I. C. Is the proposal consistent with state and regional plans? No ☐ Yes ☒

II. Will the project have an impact on a neighboring jurisdiction? No ☒ Yes ☐

If so, is the project consistent with the comprehensive plan for that jurisdiction? No ☐ Yes ☐

III. Explain deviations if any, from pertinent plans.

IV. Federal Catalog number (or Public Law no. and title) 20.205 Highway Planning & Construction

V. Has funding agency been notified? No ☐ Yes ☒ Date: February 5, 1980

VI. If project includes state funds (12C), identify agency Highway

STATE AGENCIES ONLY

VIII. (a) IS PROGRAM BUDGETED ☐ NON-BUDGETED ☐

(b) STATE SHARE

GENERAL FUND CASH	OTHER FUND CASH	IN KIND
$	$	$

(c) FUNDING METHOD

	FEDERAL SHARE		STATE SHARE		TOTAL	
First Year	%	$	%	$	%	$
Second Year	%	$	%	$	%	$
Third Year	%	$	%	$	%	$

(d) WILL PROGRAM REQUIRE HIRING OF NEW STATE EMPLOYEES? No ☐ Yes ☐ Number

(e) Will accounting for this grant be administered by the Executive Dept. Accounting Division? Yes ☐ No ☐

PLEASE ATTACH ANY ADDITIONAL NARRATIVE OR REMARKS

This is a Category 3 Project of Category Exclusion according to the new environmental quality guidelines.

BRF-15(-)

OREGON STATE HIGHWAY DIVISION
PROJECT CATEGORY REQUEST

A. Project Identification:

Section Jenny Creek Bridge #660
Highway Greensprings
County Jackson
Region III
(Attach Sketch Map)

Date 1-16-80
City
Highway No. 21 Begin M.P 23.4 Length 0.3
Program Estimate $300,000
Funding Source HBRP

B. Need, Purpose, and Description of Project (Describe Alternatives):

Replace an existing three span wooden structure on a 24° curve. It is hoped that alignment change will reduce the curvature to about 12°.

C. Recommended Project Category and Documentation:

Project Category	Documentation
___ 1	Draft and Final EIS
___ 2	Environmental Assessment and Finding of No Significant Impact
X 3	Categorical Exclusion

Other Documentation:

- ___ Wetlands Finding
- X Cultural Resource Survey-possibly
- ___ Section 106 Procedures
- ___ Noise Study Report
- ___ Indirect Source Construction Permit
- ___ Section 4(f) Determination

Basis for Recommended Category:

Project is to replace a deteriorated wooden structure in same location with as minimal right of way impact as possible.

D. Descriptions:

	Existing Facility	Proposed Facility
Number of Traffic Lanes	2	2
Median (Yes/No)	no	no
Shoulders (Yes/No, Paved, Gravel)	yes	yes
Average Daily Traffic (Volume/Year)	650 (78)	900 (90)
Alignment (New, Combined, Existing)	existing	new
Speeds (Posted/Estimated)	30 MPH	45 MPH ±

(10-3-79)

E. Preliminary Assessment of Enviromental Impacts:

1. Estimated Right-of-Way Impacts:

Acres 2 or less
Estimated Number of Parcels 2
Residential Relocation (No.) 0
Business Relocation (No.) 0

2. Estimated Impact on Land Use:

No significant impact.

3. Estimated Impact on Traffic Volumes, Flow, Patterns, and Safety:

Safety will be enhanced by reducing curvature and reducing the super elevation. Traffic volume will not be altered, as there is a parallel county road with better alignment.

4. Estimated Impact on Rivers, Stream, Wetlands, Rare or Endangered Species or Other Natural Ecological Resources:

Minimum or none. A small non-year-round creek may require a channel change if alignment is shifted.

5. Estimated Impact on Parks, Historic Properties, or Other Cultural or Scenic Resources:

Minimum. The area is mostly cut-over land or second growth timber.

6. Preliminary Identification of Areas of Critical Concern and Controversial Issues:

Only the possible channel change. There is only one home near or on the project.

Name of Preparer and Phone Number:

DATE: March 30, 1979

TO: OREGON TRANSPORTATION COMMISSION

ORIGINAL SIGNED BY H. S. COULTER

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Finance Approval
Special Bridge Replacement Projects (19)

On the Consent Calendar for the April 17 meeting will be a request to approve 19 Special Bridge Replacement projects. These projects are not on the Six-Year Program.

The 1978 Federal-Aid Highway Act provided additional Special Bridge Replacement funds and the attached list of 19 bridge projects have been identified as needing reconstruction with these additional funds. The 19 bridge projects are estimated to cost $11,000,000 with Federal participation of $8,800,000 and State matching funds of $2,200,000.

These projects have been investigated and are eligible for funding under the Special Bridge Replacement Program. I recommend your approval of the projects and request authorization to sign the project agreements for and on your behalf.

RU:dmc
Attachment

bc: F. B. Klaboe
C. W. Head
L. W. Rulien
E. S. Hunter
C. T. Keasey
D. H. Moehring
R. L. Schroeder
W. J. Hart
J. H. Versteeg
F. E. Terpin
V. E. Skoog
E. L. Hardt
C. O. Fredrickson
A. Shirley
Dale Allen
W. E. Schwartz
George Bell

PROPOSED SPECIAL BRIDGE REPLACEMENT PROJECTS

Section & Highway	Hwy. No.	County	Cost
FY 1979			
N. & S. Fork Coyote Cr. (Gellespie Corners) Territorial Hwy.	200	Lane	$ 270,000
FY 1980			
Hood River (Hood River) Bridge Mt. Hood Hwy. ORE 35	26	Hood River	1,600,000
Suicide Creek Bridge Coos Bay-Roseburg Hwy. ORE 42	35	Douglas	100,000
Kale Creek Bridge Nehalem Hwy. ORE 202	102	Clatsop	250,000
Bear Creek Overflow Bridge Coquille-Bandon Hwy. ORE 425	244	Coos	250,000
FY 1981			
UPRR & Frontage Rd. Overcrossing (The Dalles) The Dalles-California Hwy. US 197	4	Wasco	750,000
Klamath Straits Bridge The Dalles-California Hwy. US 97	4	Klamath	400,000
Juniper Canyon Bridge John Day Hwy. ORE 19	5	Gilliam	100,000
S. Santiam Bridge Santiam Hwy. US 20	16	Linn	650,000
Jenny Creek Bridge Green Springs Hwy. ORE 66	21	Jackson	200,000
Ash Creek Bridge Independence Hwy.	193	Polk	400,000
USRS Canal "J" Bridge Hatfield Hwy.	426	Klamath	250,000
Williamson River Bridge Modoc Point Hwy.	427	Klamath	500,000
FY 1982			
Nehalem River Bridge Oregon Coast Hwy. US 101	9	Tillamook	4,000,000
Shields Creek Bridge Coos Bay-Roseburg Hwy. ORE 42	35	Douglas	200,000
Palmer Creek Bridge Salem-Dayton Hwy. ORE 221	150	Yamhill	500,000

PROPOSED SPECIAL BRIDGE REPLACEMENT PROJECTS

Section & Highway	Hwy. No.	County	Cost
FY 1983			
Holmes Creek Bridge Coos Bay-Roseburg Hwy. ORE 42	35	Douglas	$ 150,000
FY 1984			
Courtney Creek Bridge Halsey-Sweet Home Hwy. ORE 228	212	Linn	130,000
Pony Creek Bridge Cape Arago Hwy.	240	Coos	300,000
		TOTAL	$11,000,000

1983 2nd, Oak & 5th Sts. Sec. 9588
of city streets in Lebanon.
(Grading & paving)

9588 jc

STATE COPY

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	REPORT NO. 2	COUNTY Linn	DIVISION Oregon
DATE OF REPORT June 5, 1985	REPORT MADE BY W. H. Kappus, Area Engineer		PROJECT NO. M-0000(50)
COMPLETION DATE (Actual) June 3, 1983	ACCEPTANCE DATE BY CONRTACT AGENCY March 11, 1985	TIME ELAPSED 93 %	CONTRACT TIME 100 C.D.

LOCATION
Second, Oak and Fifth Streets, Lebanon

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
JUN 8 '85
REFER TO Fredrickson
FOR
Info Inves R/D D/R Sign Act File

cy 6/11

SECOND, OAK AND FIFTH STREETS
CITY STREETS (LEBANON)
Grading and Paving

This project provided for the rehabilitation and overlaying of sections of the subject streets in the city of Lebanon, Oregon.

The final project cost underran the original estimate approximately 2%.

A final inspection of the completed project was made June 30, 1983.

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Original Signed By WILLIAM H. KAPPUS Area Engineer		SIGNATURE [illegible]	
TITLE Area Engineer	DATE 6/5/85	TITLE Field Operations Engineer	DATE 6/7/85

FORM FHWA 1446B PREVIOUS EDITIONS MAY BE USED

March 20, 1985

Industrial Indemnity Company
421 SW Sixth Avenue
Portland, OR 97204

CON 5
#9588

Gentlemen or Ladies:

Contract No. 9588 awarded to Wildish Corvallis Construction Co. for work on Second, Oak and Fifth Streets in Lebanon, Linn County was completed on October 18, 1983, and accepted by the State Highway Division on March 11, 1985.

The total contract amount is $172,980.31 and no work was performed under force account.

No claims for labor or material have been filed with us against the bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: Wildish Corvallis Construction Co.
PO Box 7428
Eugene, OR 97401

bc: C. O. Fredrickson
Walt Hart
V. E. Skoog (Attn: Frank Griffin)
Bill Anhorn

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: LEBANON

WEEK ENDING: 11-1 to 11-~~2~~18-83

SECTION PREFIX: 322 1016

HIGHWAY: CITY STREETS

COUNTY: LINN

NAME OF JOB: SECOND, OAK & FIFTH STREETS

KIND OF WORK: GRADING & PAVING

CONTRACTOR: WILDISH CORVALLIS CONSTRUCTION CO.

CONTRACT NUMBER: 9588

FEDERAL AID PROJECT NUMBER: M 0000(50)

DATE OF CONTRACT: FEBRUARY 18, 1983

DATE WORK STARTED: 4-18-1983

ESTIMATED COMPLETION DATE: COMPLETED

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS: 100

CALENDAR DAYS USED: 93

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED:

PROJECT AUTHORIZATION: $ 191,278.93

EXCLUSIVE OF ENGINEERING: $ 179,838.31

ENGINEERING AUTHORIZATION: 11,440.62

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 180,082.00

ENGINEERING COST TO DATE: $ 8,809.88

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100.1

ESTIMATED PERCENT: OVERRUN ~~UNDERRUN~~ 0.1 %

PERCENT OF AUTHORIZATION: 77 %

DATE PROJECT WAS COMPLETED: 6-3-1983

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
100	100	100	100	100	100		

	GRADING	BASE ~~SURFACING~~	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.25	0.25			
MILES PARTIALLY COMPLETED					1.15
MILES COMPLETED	0.25	0.25			
TOTAL ESTIMATED QUANTITIES (CONTRACT)					1.15
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	N/A	93	0	
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

CE K
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CONSTRUCTION SECTION
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GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	NONE
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REGION 2 ENGINEER
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NOV 23 1983
☐ RLE ☐ RE ☐ ULE ☐ RCE ☐ GEO ☐ RME ☐ RSO ☐ RTE ☐ ENV ☐ RE ☐ RCE ☐ RTE

REMARKS

SIGNED Fred R Born LOCATION Lebanon

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP-F216

Narrative Report for
SECOND, OAK & FIFTH STS (LEB) SEC.

Contract 9588
Prefix 322-1016
FAP M0000 (50)

This project has progressed satisfactorily throughout. Minor problems worth noting occurred in several areas of the specifications.

1. Asphalt Concrete: Although some variance about the specified thickness is expected, the overruns on this item seem excessive. A decision to pursue a price adjustment was thwarted by the lack of a specified allowable tolerance. On future paving projects I'd like to explore inserting special provisions regarding 1) allowable thickness tolerances at any given station; 2) maximum reimbursible overrun for the total project.

2. Asphaltic Tack Coat: Because of a lack of adequate application equipment in the mid-valley, the specified hot oil was brought, by spray truck, from Portland and shot in one operation. This caused some traffic problems, particularly for pedestrians, while the oil set up. On future dry-weather projects, emulsified tack and a maximum length of "pre-shoot" should be specified.

3. Manhole Adjustment/Manhole Reconstruction: Bid Items 19 (Adjust Manholes) and 20 (Reconstruct Manholes) should have both been labeled as adjustment procedures. Even though B.I. 20 was shown on plans and correctly bid by contractor, it was not payable under this contract because of redbook specification of what constitutes a "reconstruct". A claim is pending which, if successful, will result in costs greater than the successful bid for "reconstruct".

Fred R Braun
for James P. Ruef
Project Manager (City Engineer)
11-17-83

No comments [illegible]
[illegible]

mb
1 Versteeg ✓
2 Anderson
Adams
Cy Macnab
Steudenmeyer
Turpin
Trout
Wakeelig

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ROAD DESIGN SECTION

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STATEMENT OF OVERRUNS AND UNDERRUNS

PROJECT: Second, Oak & Fifth Sts. (Leb) Sec.
HIGHWAY: City Streets
COUNTY: Linn

CONTRACT NO: 9588
PREFIX: 322-1016
F.A. NO: M0000(50)

SUMMARY

Item	Original	Semifinal	±%
Bid Items	$124,518	$172,155	+38
Anticipated Items	2,600	7,927	+205
Contingencies	5,720	-0-	-
Engineering	11,441	11,441	-0-
Liquidated Damages	-0-	-0-	-0-
Total	$144,279	$191,523	+33

All substantial changes were evaluated and only those listed below meaningfully affected the total project cost (± 1%)

B.I. No.	Item	Original	Semifinal	±%
9;P.A.6&9	General Excavation	$10,476	$15,638	+49

?

-P.A.6, project extension, accounted for a 32% increase over the original quantity. Minor overexcavation by contractor and estimator error accounted for remainder.

B.I. No.	Item	Original	Semifinal	±%
11;P.A.6&9	Cement Treated Base	$20,790	$33,016	+59

-P.A.6, project extension, accounted for 33% increase, high specific gravity of contractors aggregate source contributed 15%, minor overexcavation by contractor and estimator error accounted for remainder.

B.I. No.	Item	Original	Semifinal	±%
12	Portland Cement in CTB	$ 7,800	$10,172	+30

-See B.I. 11.

B.I. No.	Item	Original	Semifinal	±%
14	Asphalt Concrete	$70,200	$92,133	+31

-P.A.6, project extension, accounted for a 23% increase; contractor overruns amounted to approx. 7%; necessary filling of deepened ruts on portion of the overlay section accounted for the remainder.

mb 1 Verstaeg ✓
Anderson
2 Adams
Macnab
Stoudenmayer
Turpin
Trout
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James P. Ruef
Project Manager

B.I. No.	Item	Original	Semifinal	±%
	Anticipated Items	$2,600	$7,927	+205

-Materials testing by state personnel and temporary detours by city personnel were inadvertently omitted in the original cost estimate. These accounted for all of the overrun.

	Contingencies	$5,720	-0-	-

-Omitted on this statement because of uncertainty over proper distribution among the various overruns.

for James P. Ruef
Project Manager

PROJECT PROSPECTUS
PART 4 — SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

KEY ID#

Linn Co

SECTION: Selected FAU Streets (Lebanon)

REGION: 2

SURVEY AUTHORITY City Streets

AUTHORIZATION NO.: 1

PREFIX: 322-1927

DATE: Aug. 18, 1983

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$	$ 1,000	915 AUDITS	$	$	933 SURFACE DESIGN	$	$ 1,500
902 CITIZEN'S INVOLVEMENT			916 PHOTO-GRAMMETRY			934 GEOLOGY		
903 LOCAL GOVERNMENT		20,000	918 LOCATION			935 SOILS		
904 CONSULTANT		—	919 ENGINEERING GRAPHICS			936 REGION TRAFFIC		250
905 FINAL DESIGN		550	920 PROGRAM MANAGEMENT		100	937 HYDRAULICS		
906 BRIDGE DESIGN			921 SPECIFICA-TIONS		2,500	938 REGION ENVIRONMENT		
907 PRELIMINARY DESIGN			922 ADMIN. SERVICES		100	949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION			923 ENVIRONMENTAL SECTION		200	950 TRAINING		
910 REGION GEOLOGIST		5,000	924 D.O.T.			955 R/W RELOC. ASSISTANCE		
911 TRAFFIC SECTION			925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION			980 PUBLIC HEARING		
913 RIGHT-OF-WAY LIAISON			927 FREE BRIDGE DESIGN					
914 REGION UTIL-ITY LIAISON		300	932 RAILROAD & UTILITIES					
						TOTALS	$	$ 31,500
						PREVIOUS AUTHORIZATION		$
						ADD. AUTH. REQUIRED		$

RIGHT-OF-WAY PREFIX

FEDERAL AID PROJECT NUMBER: M-0000(59)

LOCATION ENGINEER'S REMARKS

Prepare plans, specifications and cost estimates for reconstruction and/or overlay of selected sections of city streets on the FAU system.

City will do the survey and prepare the plans. State will test the existing base and prepare a surfacing design.

1 Versteeg ✓
Anderson ✓
2 Adams
(Cy) Macnab
3 Stoudenmeyer
Terpin
4 Trout ✓
(Cy) Wakerlig
5 Molly

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ROAD DESIGN SECTION

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Bring Up ___/___/___
Action

PREPARED BY	DATE 8-18-83	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE 10/3/83
RECOMMENDED, REGION ENGINEER X by	DATE 8-19-83	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X for	DATE 9-28-83
RECOMMENDED, LOCATION ENGINEER X	DATE 9-21-83	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE 10-20-83	

734-1914 (7-82)

PROJECT PROSPECTUS
PART 1 PROJECT REQUEST

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION Selected FAU Streets (Lebanon)				REGION 2
STATE HIGHWAY #	HIGHWAY NAME		MILE POST FROM TO (Total)	LENGTH 2.1 mi.
☒ URBAN ☐ RURAL	CITY Lebanon	COUNTY Linn	ROAD STREET NAME Grant, Milton, Oak, Second & Williams	
ROUTE #	FEDERAL AID # See Below	APPLICANT (IF OTHER THAN STATE) City of Lebanon		

COST ESTIMATES (000's)

PRELIMINARY ENGINEERING		$ 31.5 ~~30.0~~
RIGHT OF WAY		$
ROADWAY	$ 160.3	
STRUCTURES	$	
SIGNALS	$	
ILLUMINATION	$	
TEMPORARY PROTECTION	$ 4.0	
	$	
40% ENGINEERING & CONTINGENCIES	$ 65.7	
TOTAL CONSTRUCTION		$ 230.0
TOTAL ESTIMATE		$ 261.5 ~~260.0~~

PROJECT DATA

GRADING	(✓)	✓
PAVING	(✓)	✓
STRUCTURES	(✓)	
SIGNING	(✓)	
SIGNALS	(✓)	
ILLUMINATION	(✓)	
ENVIRONMENTAL CLASS	(1,2,3)	2
DESIGN CATEGORY	(1-7)	6
WORK TYPE	(1-12)	4

RIGHT OF WAY

FILES	(#)	0
ACRES	(#)	
RELOCATIONS	(#)	

WORK BY STATE/CONSULTANT/APPLICANT

PRELIMINARY ENGINEERING	(S,C,A)	A
CONSTRUCTION ENGINEERING	(S,C,A)	A
RIGHT OF WAY DESCRIPTIONS	(S,C,A)	N/A
RIGHT OF WAY ACQUISITIONS	(S,C,A)	N/A

CONSTRUCTION BY

☑ CONTRACT
☐ STATE FORCE
☐ CITY FORCE
☐ COUNTY FORCE
☐ OTHER

FINANCING/ PROGRAMMING	RECOMMENDED LETTING DATE (QUARTER/YEAR) 2/84	RECOMMENDED FUNDING SOURCE FAU	RECOMMENDED PROGRAM YEAR 1984

RECOMMENDED PROGRAM REVISIONS

☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $
☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $

ITEM	EXISTING	PROPOSED
TRAVEL LANES (#)	2	2
STRUCTURES (#)	–	–
SIGNALS (#)	2	2
BIKE PATH (Y/N)	N	on shldr
AVERAGE DAILY TRAFFIC	will be updated by city	
YEAR OF AVERAGE DAILY TRAFFIC		

DEFINE THE PROBLEM

Portions of FAU Nos. 5520, 5490, 5500, 5425 and 5545 are in need of resurfacing and/or reconstruction. Curb and drainage work will be necessary in selected sections. The summary of sections, FAU Nos. and map is attached.

PROPOSED SOLUTION

Reconstruct and/or overlay selected sections of city streets on FAU system.

REQUESTED, REGION ENGINEER x by Phillip O.	DATE 8-19-83			
APPROVED, ASST HWY ENG. FOR OPERATIONS X	DATE			
APPROVED, ASST HWY ENG FOR ADMINISTRATION X	DATE	TRANSP COMM. APPROVAL DATE	PROGRAM YEAR	FUNDING

734-1911 (7-82)

PROJECT PROSPECTUS

PART 2 - PROJECT DETAILS

NOTE: ATTACH DESCRIPTION AND SKETCH MAP

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION Selected FAU Streets (Lebanon)

REGION 2

ENTER: S—STATE C—CONSULTANT A—APPLICANT
E—EXISTING N—NO

						PERMITS AND DOCUMENTS			
A—95	N	SIGNS (PERMANENT)	N	STORM SEWER	A	AIRPORT CLEARANCE	N	WETLANDS	N
CITIZEN'S ADVISORY COMM.	A	STRIPING (PERMANENT)	A	LANDSCAPING	N	CONDITIONAL USE	N	SENSITIVE LAND	N
PHOTOGRAMMETRY	N	PROJECT SIGNING	A	IRRIGATION	N	FLOOD PLAIN	N	CULTURAL RESOURCE	N
RECONNAISSANCE SURVEY	N	DETOUR	A	BORROW SOURCE	N	CORPS OF ENGINEERS	N	DEQ INDIRECT SOURCE	N
PUBLIC HEARING	A	ILLUMINATION	N	MATERIAL SOURCE	A	COAST GUARD	N	DEQ NON-POINT SOURCE WATER	N
FIELD SURVEY	A	RR CROSSING	A	DISPOSAL SITE	A	STATE LANDS	N	SECTION 106	N
VICINITY MAP	N	RR PROTECTION	A	LOCAL AGREEMENT	S	GEOLOGY AND MINERALS	N	NOISE STUDY	N
SOILS INVESTIGATION	S	RR SEPARATION	N	NAVIGABLE STREAM	N	BUILDING	N	SECTION 4(F)	N
HYDRAULIC STUDY	N	RR ENCROACHMENT	N	▨	▨	SIGNALS	N	OLD (#) 2	NEW (#)

RIGHT-OF-WAY

ACQUISITIONS		RELOCATIONS	
SIMPLE (#)	COMPLEX (#)	BUSINESS (#)	RESIDENTIAL (#)
N/A			

RIGHT-OF-WAY LIAISON	N/A	EASEMENTS (#)	N/A	ACCESS CONTROL (Y/N)	N

UTILITIES (LIST BELOW)

COMPANIES Liberty TV Cable
City sewer
Pacific Power & Light (electric)
Pacific Power & Light (water)
Northwest Natural Gas
Northwest Telephone Systems Inc.

DESIGN SPEED 25

DESIGN STANDARDS AASHTO

TYPICAL SECTION

BIKE PATH	SIDE-WALK	CURB TYPE	PARKING	SHOULDER	LANE 3	LANE 2	LANE 1	MEDIAN	LANE 1	LANE 2	LANE 3	SHOULDER	PARKING	CURB TYPE	SIDE-WALK	BIKE PATH
EXISTING																
on shldr	5' Nom.	C		4'-10'	—	—	12'	— ×	12'	—	—	4' -	10'	C	5' Nom.	on shldr.
same	5' Nom.	C		4'-10'	—	—	12'	—	12'	—	—	4' -	10'	C	5' Nom.	same
PROPOSED																

SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING	ITEM	NEW WORK	OVER EXISTING
Class "B" AC	4"	2"			
CTB	13"				

STRUCTURE DATA

STRUCTURE	LENGTH (FT.)	WIDTH (FT.)	COST	STRUCTURE	LENGTH (FT.)	WIDTH (FT.)	COST
BRIDGE 1				BRIDGE 5			
BRIDGE 2				BRIDGE 6			
BRIDGE 3				BRIDGE 7			
BRIDGE 4				BRIDGE 8			

APPROVED

Location Engineer

Date [illegible]

734-1912 (7-82)

1984 FAU Road Improvement Project
Exhibit "A"

Page 1 of 1

Description	FAUS Route No.	Length of Rehab.	Width (curb to curb)	Travel Lanes	Parking	ROW Width	AD
Grant Street	5520					60	
From Main St. to Cleveland St.		1,935	38	2@ 15'	1@ 8'		61
From Cleveland St. to 120 ft. East of Walnut St.		1,410	32	2@ 12'	1@ 8'		48
Milton Street	5490					60	
From Second St. to Highway 20		400	32	2@ 8'	1@ 8'	60	37
180 ft. east of Hwy. 20 to Williams St.		1,020	29	2@ 21'	1@ 8'		59
Oak Street	5500					60	
From 100 ft. east of Fifth St. to Grove St.		3,105	40	2@ 12'	2@ 8'		72
Second Street						60	
From Rose St. to Grant St.	5425	1,370	44	2@ 14'	2@ 8'		37
From "D" St. to "H" St.	5425	1,380	32	2@ 12'	1@ 8'		37
Williams Street	5545					60	
From 100 ft. north of Grant St. to Maple St.		485	32	2@ 16'	-0-		4

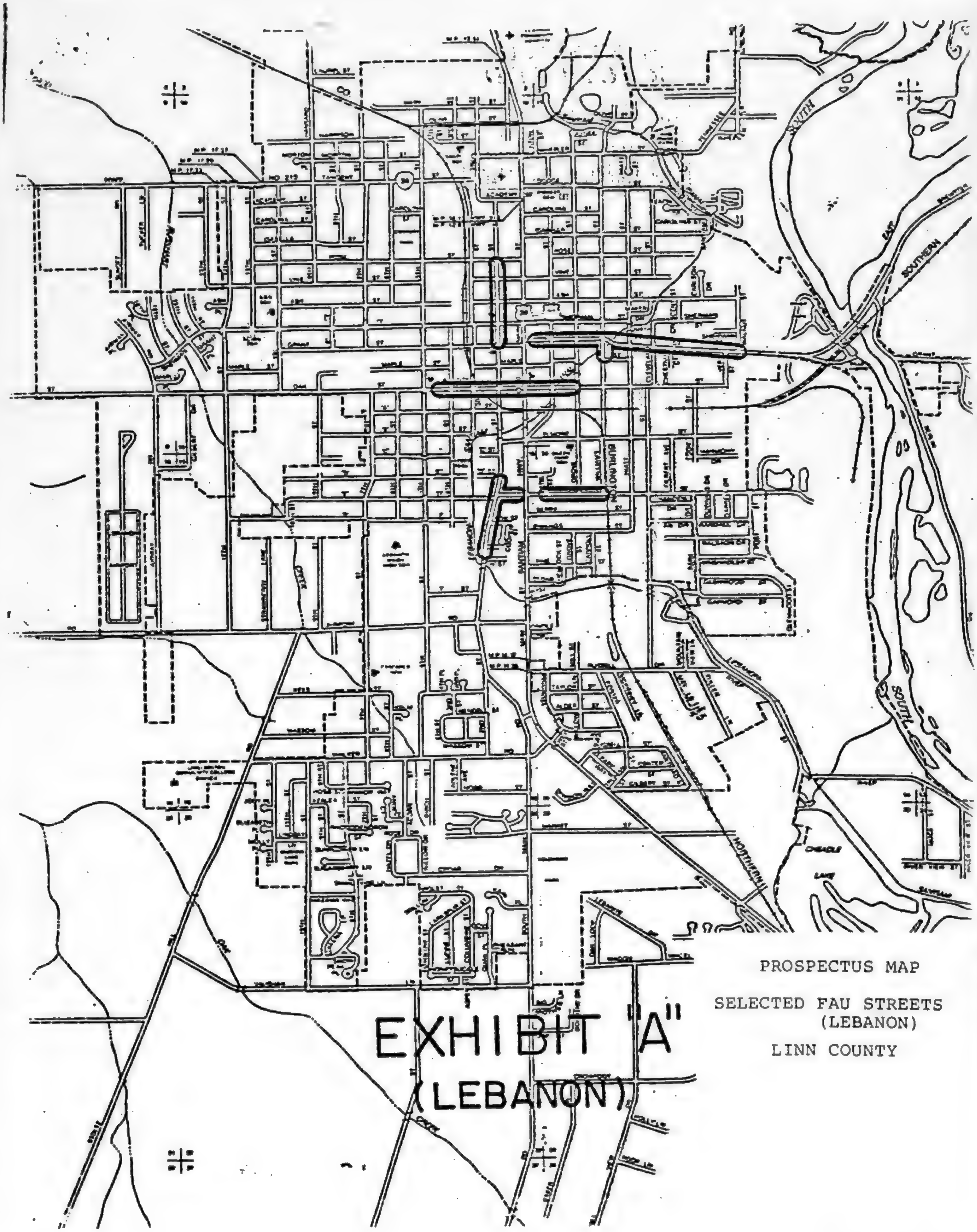

EXHIBIT "A"
(LEBANON)

PROSPECTUS MAP

SELECTED FAU STREETS
(LEBANON)

LINN COUNTY

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION

IN REPLY REFER TO
FILE NO

DATE: August 3, 1983

TO: Oregon Transportation Commission

CON

AGENDA
AUG 16 1983

[illegible]

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Second, Oak & Fifth Sts. (Lebanon) Section
City Streets, Linn County
Contract No. 9588

This federal-aid grading and paving project is substantially complete and it now appears that the final cost will exceed the project authorization by $47,000 or 32.6 percent.

Preliminary engineering on this project was performed by the City of Lebanon. The limits of construction were conservatively set to assure that costs would remain within the funding available. After the contract was awarded, a considerable reserve of committed funds remained. Therefore, at the request of the City, the work area was extended by Price Agreement to preserve and upgrade additional areas that were in a distressed condition. This extension added approximately $31,000 to the cost of the project.

Additional quantities of cement treated base material were required because the material differed in specific gravity from that assumed by the estimator. Also, additional quantities of asphalt paving material were required to properly level existing sections prior to placement of the final wearing course. These two items added more than $10,500 to the cost of the project.

Two force orders should have been included as anticipated items on the project authorization but were inadvertently omitted. These were for provision of detours by the City, and for record inspection, sampling and testing work by the State. These were necessary for protection of the traveling public and citizens of the City in the first instance, and for proper documentation of the work in the second. These items added more than $5,000 to the cost of the project.

Form 734-3123

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $47,000 to a new total of $191,278.93. This matter will be on the consent calendar for the August meeting.

HHP:mk st

bc Fred D. Miller
R. W. Gormsen
C. T. Keasey
V. E. Skoog
E. L. Hardt
George Bell

STATE OF OREGON
Highway Construction

INTEROFFICE MEMO
378-6318
FILE: CON 5

TO: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

DATE: July 21, 1983

FROM: O. B. Jackmond
O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

NOTED
H.S. COULTER

SUBJECT: Request for Increase in Project Authorization
Second, Oak & Fifth Sts. (Lebanon) Section
City Streets, Linn County
Contract No. 9588

This federal-aid grading and paving project is substantially complete and it now appears that the final cost will exceed the project authorization by $47,000.00 or 32.6 percent.

Preliminary engineering on this project was performed by the City of Lebanon. The limits of construction were conservatively set to assure that costs would remain within the funding available. After the contract was awarded, a considerable reserve of committed funds remained. Therefore, at the request of the City, the work area was extended by Price Agreement to preserve and upgrade additional areas that were in a distressed condition. This extension added approximately $31,000 to the cost of the project.

Additional quantities of cement treated base material were required because the material differed in specific gravity from that assumed by the estimator. Also, additional quantities of asphalt paving material were required to properly level existing sections prior to placement of the final wearing course. These two items added more than $10,500 to the cost of the project.

Two force orders should have been included as anticipated items on the project authorization but were inadvertently omitted. These were for provision of detours by the City, and for record inspection, sampling and testing work by the State. These were necessary for protection of the traveling public and citizens of the City in the first instance, and for proper documentation of the work in the second. These items added more than $5,000 to the cost of the project.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $47,000.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: C. O. Fredrickson
James P. Ruef
P. O. Stearns
R. D. Church
D. E. Swan

STATE COPY

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NUMBER 7-205	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State OREGON
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Linn
MODIFICATION NUMBER 1		Project Number M-0000(50)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 17, 1983, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 144,278.00	$ 193,457.00
Federal funds	$ 127,181.00	$ 170,531.00
Other revisions		

This modification is made for the following reasons: To include increase in construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 18th day of July, 1983.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Gary C. Potter

Manager, Program Section
(Title)

~~By~~ FOR: H. S. Coulter

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

FOR: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen. File

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON JULY 8, 1983

FEDERAL AID PROJECT NO. M-0000(50)

SECOND, OAK, AND FIFTH STS. (LEBANON) SECTION
CITY STREETS IN LINN COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE I0000
ROADWAY (SECOND ST. Sta. 1 + 63 to Sta. 3 + 03 & Sta. 3 + 48 to Sta. 9 + 27) (OAK ST. Sta. 0 + 44 to Sta. 9 + 92)(FIFTH ST. Sta. 0 + 47 to Sta. 31 + 07)

Subtotal of previous estimate of March 1, 1983 $127,118.00

PREVIOUS ESTIMATE

General Excavation	1,455	Cu. Yd.	7.20	$ 10,476.00
Cement Treated Base	1,890	Ton	11.00	20,790.00
Portland Cement in CTB	104	Ton	75.00	7,800.00
Class "B" or "C" Asphalt Concrete	2,340	Ton	30.00	70,200.00
				$109,266.00

REVISED ESTIMATE

General Excavation	2,188	Cu. Yd.	7.20	$ 15,753.60
Cement Treated Base	3,003	Ton	11.00	33,033.00
Portland Cement in CTB	135	Ton	75.00	10,125.00
Class "B" or "C" Asphalt Concrete	3,065	Ton	30.00	91,950.00
New Manhole Cover Frame and Cover (PA #8)	9	Each	249.10	2,241.90
Temporary Protection and Direction of Traffic (SFO #1)		All Required		3,142.43
Inspection & Testing by State (SFO #2)		All Required		2,200.00
				$158,445.93

Increase	$ 49,179.93
Subtotal	176,297.93
Engineering	17,159.07
Total	$193,457.00

Length of Project, Roadway -------- 0.895 mi.
Length of Project, Structure ------ 0.009 mi.
TOTAL 0.904 mi.

Cost of Roadway Per Mile ---------- $216,153.07

Federal Funds	$170,531.00
State Funds	11,463.00
City Funds	11,463.00
TOTAL	$193,457.00

Group 1: 100% Group 8: 0%
Contract No. 9588
Prefix: 322-1991
Prefix: 322-1016

9588

STATE COPY OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 3-175	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State Oregon County Linn Project No. M-0000(50)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Second, Oak and Fifth Streets (Lebanon) Sec.

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	1-5-83	0.90
OTHER *(Specify)*		

FUNDS PRO RATA 88.15%

ESTIMATED TOTAL COST OF PROJECT $ 144,278.00	FEDERAL FUNDS $ 127,181.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By D. Swan

Acting Program Section Manager
(Title)

XXX By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By ______________________

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ______________________
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator MAR 17 1983

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon March 1, 1983

Federal-Aid Project
No. M-0000(50)

Second, Oak and Fifth Streets (Lebanon) Sec.
City Streets in Linn County

PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (Second St. Sta. 1+63 to Sta. 3+03 & Sta. 3+48 to Sta. 9+27)
Oak St. Sta. 0+44 to Sta. 9+92)(Fifth St. Sta. 0+47 to Sta. 31+05)

Mobilization		All Requird	$ 2,100.00
Temporary Protection and Direction of Traffic		All Required	500.00
Temporary Signs, Lighted	217 Sq. Ft.	4.00	868.00
Temporary Barricades	8 Each	100.00	800.00
Flagmen	100 Hour	10.00	1,000.00
Removal of Structures and Obstructions		All Required	500.00
Concrete Sawing	380 Lin. Ft.	1.60	608.00
Pavement Cutting	1,340 Lin. Ft.	.40	536.00
General Excavation	1,455 Cu. Yd.	7.20	10,476.00
1 1/2"-0 Aggregate Base	55 Tons	10.00	550.00
Cement Treated Base Mixture	1,890 Tons	11.00	20,790.00
Portland Cement in CTB Mixture	104 Tons	75.00	7,800.00
Asphalt in Seal	4 Ton	230.00	920.00
Class "B" or Class "C" Asphalt Concrete	2,340 Ton	30.00	70,200.00
6-inch Sewer Pipe	60 Lin. Ft.	24.00	1,440.00
Concrete Walks	15 Sq. Yd.	41.00	615.00
Concrete Curbs	145 Lin. Ft.	9.00	1,305.00
Concrete Gutters	160 Lin. Ft.	8.00	1,280.00
Adjusting Manholes	14 Each	85.00	1,190.00
Reconstructing Concrete Manholes	4 Each	120.00	480.00
Reconstructing Catch Basins	1 Each	560.00	560.00
			$ 124,518.00

Anticipated Items

Permanent Pavement Striping	All Required	$ 2,600.00
		$ 2,600.00
	Subtotal	$ 127,118.00
	Engineering	17,160.00
	Total	$ 144,278.00

Length of Project	Roadway	0.895	mi.
	Structure	0.009	mi.
	Total	0.904	mi.

Cost of Roadway Per Mile------$ 161,204.47

Federal Funds (88.15%)--------	$ 127,181.00
State Funds ------------------	8,548.00
City Funds -------------------	8,549.00
Total	$ 144,278.00

Group 1 100%
Group 8 0%
Contract No. 9588
Prefix: 322-1991 (PE)
Prefix: 322-1016

r11 9588

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.
M-0000(50)

2. STATE PROJECT NO.
See below

2A. COUNTY NAME
Linn

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO.
10080

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE
4/13/83

8. FEDERAL ROUTE NUMBER
Various FAU Routes

9. STATE ROUTE NUMBER
City Street

10. GENERAL LOCATION:
Second, Oak and Fifth Streets (Lebanon)

11. GENERAL DESCRIPTION OF WORK
Record inspection, sampling and testing

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND/OR~~ FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 4/13/83 as requested in Mr. Keasey's letter of 4/28/83 as being in the public interest for the use of State Forces to proceed with the above work. State Force Order No. 2 is approved for a TEC of $2,200 Federal Funds $1,939.

It should be noted that the above authorization should be charged to Construction Engineering.

RECEIVED
STATE HWY ENGR
MAY 6 '83
to
REFER TO
Potter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Orig 5/4

14. DATE
5/3/83

15. SIGNATURE OF APPROVING OFFICIAL
G K Hossner

16. TITLE
for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

rll
1127

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.	M-0000(50)
2. STATE PROJECT NO.	See below
2A. COUNTY NAME	Linn
3. FROM	Dale E. Wilken, Division Administrator FHWA - Oregon Division
4. PROGRAM NO.	
5. ITEM NO.	10080

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
4/29/83	Various FAU Routes	City Streets

10. GENERAL LOCATION:

Second, Oak and Fifth Streets (Lebanon) Section

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Program change
See below

13. REMARKS

As requested by Mr. Swan's letter of 4/7/83 I approve the program change as follows:

(A) Miles: Change to read "1.130".

(B) Project Data: Change to read:

1. Second Street (FAU 5425) ... section 764 feet in length
2. Oak Street (FAU 5500) ... section 1,234 feet in length.
3. Fifth Street (FAU 5485) ... section 3,968 feet in length.

Also, as requested, I approve the revised construction costs to a TEC of $179,978 Federal Funds $158,651.

(Increase TEC $35,700 Federal Funds $31,470)

RECEIVED
STATE HWY ENGR
MAY 6 '83
REFER TO Potter
FOR
Info | Inves | R/D | D/R | Sign | Act

Orig to
5/4

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
4/29/83	G. K. Hassner	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

r11

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. M-0000(50)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Linn

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10080

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 3/25/83

8. FEDERAL ROUTE NUMBER Various FAU Routes

9. STATE ROUTE NUMBER City Streets

10. GENERAL LOCATION:
Second, Oak, Fifth Streets (Lebanon)

11. GENERAL DESCRIPTION OF WORK
Outside construction zone - Temporary direction of traffic for detour routes

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND/OR~~ FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 3/25/83 as requested in Mr. Keasey's letter of 3/31/83 as being in the public interest for the use of City Forces to proceed with the above work. State Force Order No. 1 representing work to be performed by City of Lebanon Forces is approved for a TEC of $2,944.80 Federal Funds $2,596.

RECEIVED
STATE HWY ENGR
APR 25 '83

REFER TO Potter
FOR

Info	Ins	R/C	J.R	Sig	Act	File

Orig 4/25

14. DATE 4/20/83

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

7588

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: April 7, 1983

In Reply Refer to
File No.: PRO 6-2

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

FROM:

D. E. Swan, P.E.
Program Control Engineer

SUBJECT: Program Change
Item No. 10080
Project No. M-0000(50)
Second, Oak and Fifth Streets (Lebanon) Section
Linn County

I request approval of a program change as indicated below:

(A) Miles: Change to read "1.130".

(B) Project Data: Change to read:

1. Second Street (FAU 5425) ... section 764 feet in length ...

2. Oak Street (FAU 5500) ... section 1,234 feet in length.

3. Fifth Street (FAU 5485) ... section 3,968 feet in length.

This request is based on the fact the limits of construction were conservatively set to assure that costs would remain within the committed amount of funds. Now that the contract has been let, a considerable reserve of committed funds remains. Therefore, the City has requested the work on the additional length on Oak Street and Fifth Street be accomplished under the existing contract.

These additional lengths of the project streets beyond the current limits are showing considerable distress; i.e., mud pumping on Oak Street and surface spalling on Fifth Street. These are sections for which preliminary engineering and design are complete. Attached is a sketch map showing the proposed additional work areas in red.

The contractor has agreed to perform the additional work at present contract unit bid prices except the lump sum item for temporary protection and direction of traffic will be increased by a percentage. Therefore, it is estimated the additional cost will add approximately $35,700 to the project with $31,470 of Federal funds. This addition will revise the construction costs to a TEC of $179,978 with Federal funds of $158,651.

Upon your approval of this program change the Construction Section will forward the proper documents.

JLG:lb

Att.

cc C. T. Keasey
   C. O. Fredrickson
   Gary Zehner w/att.
   Highway Finance
   General Files

STATE OF OREGON INTEROFFICE MEMO
HIGHWAY DIVISION - DEPARTMENT OF TRANSPORTATION LOC 3

TO: F I L E DATE: January 28, 1983

H S Coulter

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
January 27, 1983 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids were opened January 27, 1983 on the following projects:

1. Jenny Creek Bridge
   Green Springs Highway, Jackson County
   Grading, Paving and Structure

   Structure replacement. Six-foot shoulders on structure and approaches available for bicycle and pedestrian traffic.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

2. Second, Oak and Fifth Streets (Lebanon)
   City Streets, Linn County
   Grading and Paving

   City street improvement. Curb ramps will be installed on existing sidewalks.

3. McKay Creek (Platt) Bridge
   McKay Creek Road, Umatilla County
   Grading, Surfacing and Structure

   Twenty-four-foot aggregate approaches and a twenty-eight-foot roadway on the structure.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(b), which states, "footpaths and trails are not required to be established . . . if the cost of establishing such paths and trails would be excessively disproportionate to the need or probable use."

4. Kelsay Springs
   Sherman Highway, Wasco County
   Grading and Paving

   Twenty-foot lanes with four-foot shoulders available for bicycle and pedestrian use.

   Same as No. 1.

5. Washington County Pavement Marking
   Various Highways, Washington County

   Pedestrian and school crosswalks installed on this project.

6. Boeckman Creek Bridge
   Wilsonville Road, Clackamas County
   Grading, Paving and Structure

   Variable lane width. Future construction by other include a ten-foot bike path and a five-foot sidewalk.

7. Park Place-Newell Creek
   Cascade Highway South, Clackamas County
   Grading and Structure

   Future surfacing contract will include eight-foot shoulders for pedestrian and bicycle traffic.

   Same as No. 1.

8. SE 50th Avenue-SE 82nd Avenue
   Mt. Hood Highway, Multnomah County

   Multi-lane with sidewalk construction on existing sidewalks for bicycle and pedestran use.

HSC:RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell
D. A. Ridings

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

1-5-83

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. M-0000(50)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Linn

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10080

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1/5/83

8. FEDERAL ROUTE NUMBER Various FAU Routes

9. STATE ROUTE NUMBER City Streets

10. GENERAL LOCATION:
Second, Oak and Fifth Streets (Lebanon) Section

11. GENERAL DESCRIPTION OF WORK
Grade and High Type Pavement (3R)

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)*
Permanent Pavement Striping S.F. $2,600

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 1/3/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $135,600 Federal Funds $119,530.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
JAN 18 '83
REFER TO Swan
FOR
Info Inves R/D D/R Sign Act File

Orig w/ att. to
1/18

14. DATE 1/5/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

9581

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

Date: December 21, 1982

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

From: D.E. Swan, P.E.
Program Control Engineer

Subject: Project Data Submission
Item No. 10080
Project No. M-0000(50)
Second, Oak, and Fifth Sts. (Lebanon) Sec.
Linn County

G-P

Attached data consists of PR-1 forms with project maps.

It is the Oregon State Highway Division's present intention to receive bids for this project on January 27, 1983.

DRH:bks
Attachment
cc: C.O. Fredrickson (Region 2)
Gary Zehner w/att.
General Files

Form 734-3122

9522

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

Lebanon

DATE 6/4/80

PREFIX

1 - IDENTIFICATION

PROJECT NAME: City Street Improvement (Lebanon)

HIGHWAY NAME: Various City Streets

HIGHWAY NUMBER: See attached list

REGION	ADMINISTRATIVE DISTRICT	COUNTY	CITY
2	4	Linn	Lebanon

LENGTH

MILEPOST NUMBER NA TO

☐ RURAL ☒ URBAN

LOCAL GOVERNMENT PROJECT? ☒ YES ☐ NO

IF YES, UNIT OF GOVERNMENT: City of Lebanon

TYPE OF FUNDS: ☐ FAI ☐ FAP ☐ FAS ☐ STATE ☒ FAUS ☐ OTHER

METHOD OF CONSTRUCTION: ☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK: ☐ GRADING ☒ PAVING ☐ STRUCTURE ☐ SIGN ☐ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

Rehabilitate existing city streets whose asphalt or concrete surface has outlived its useful life. The work will include asphalt overlays, slurry seals, curb repair, and soft spot removal as required to insure the integrity of the finished product.

For individual streets, see attachment.

1 Versteeg ✓
Anderson
2 Chri[illegible] DL
3 Olsen aO.
Sullivan
Terpin
T[illegible]
4 Wakering

RECEIVED
AUG 11 1980
ROAD DESIGN SECTION

Do Not File ☐
Action

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME)

PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME)

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	☐	☐	☐	☐	☐	☐
PROPOSED	☐	☐	☐	☐	☐	☐

DESIGN SPEED (MPH) 25

DESIGN STANDARDS

TRAFFIC ANALYSIS: ☐ LIGHT ☐ MEDIUM ☐ HEAVY

REFERRED TO
Staudenmeyer
Beard
Mann FW
Cole ✓ Watson
Erikson Leu
Hager Dorn
[✓ Return] Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER

APPROVED
Frank E. Turpin
Location Engineer
Date 7/28/80

FORM 734-1730 (12-78) Page 1

3 - FEATURES

	EXISTIN UMBER AND WIDTH	P OSED NUMBER AND WIDTH
TRAVEL LANES	See attached listing	same
SHOULDERS		
MEDIANS		
PARKING LANES		
SIDEWALKS		
BIKEWAYS		
INTERCHANGES		
OTHER:		

	YES	NO	MAYBE		YES	NO	MAY
				Right of Way (cont.)			
Channelization	☐	☒	☐	Improvements	☐	☒	☐
Frontage Roads	☐	☒	☐	Access Control	☐	☒	☐
Traffic Signals	☐	☒	☐	Railroad Crossing	☒	☐	☐
Signing	☐	☒	☐	At Grade	☒	☐	☐
Illumination	☐	☒	☐	Separated	☐	☒	☐
Structures	☐	☒	☐	Railroad Encroachment	☐	☒	☐
Stage Construction	☐	☒	☐	Permits	☐	☒	☐
Pedestrian Crossing	☐	☒	☐	Conditional Use	☐	☒	☐
Rest Area	☐	☒	☐	Flood Plain	☐	☒	☐
Truck Scale Site	☐	☒	☐	Irrigation District	☐	☒	☐
Landscaping	☐	☒	☐	Water District	☐	☒	☐
Drainage	☐	☒	☐	Drainage District	☐	☒	☐
River ____	☐	☒	☐	Div. of State Lands	☐	☒	☐
Stream ____	☐	☒	☐	Dept. of Geology & Min. Ind.	☐	☒	☐
Storm Sewer	☐	☒	☐	Corps of Engineers	☐	☒	☐
Sanitary Sewer	☐	☒	☐	Coast Guard	☐	☒	☐
Right of Way	☐	☒	☐	DEQ NPS Air Pollution	☐	☒	☐
Simple Acquisition	☐	☒	☐	DEQ NPS Water Pollution	☐	☒	☐
Complex Acquisition	☐	☒	☐	Building	☐	☒	☐
Relocations	☐	☒	☐	Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	Y	NO	MAYBE		YES	NO	MAYBE
Agreements (City-County Etc.)	☒	☐	☐	Hydraulics Study	☐	☒	☐
Environmental Assessment	☐	☒	☐	Soils Investigation	☐	☐	☒
Statewide Assessment	☐	☒	☐	Airport Clearance	☐	☒	☐
Negative Declaration	☐	☒	☐	Economic Analysis	☐	☒	☐
Environmental Impact Statement	☐	☒	☐	Requires Field Survey	☒	☐	☐
4-F Statement	☐	☒	☐	Old Survey Available	☐	☐	☒
Citizen Advisory Committee	☐	☒	☐	Requires Vicinity Map	☐	☒	☐
Public Hearing ____________	☐	☒	☐	Requires Photogrammetry	☐	☒	☐
Borrow Source	☐	☒	☐	Requires Reconnaissance Survey	☐	☒	☐
Material Source	☐	☒	☐	Reconnaissance Available	☐	☒	☐
Utilities	☐	☒	☐	Design Review	☐	☒	☐

Type ____________________

4 - WORK ITEMS

		TO BE PERFORMED BY	
	APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☒	☐	☐
RIGHT–OF–WAY N/A	☐	☐	☐
CONSTRUCTION ENGINEERING	☒	☐	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	( )	1.5
PRELIMINARY DESIGN	( )	N/A
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	( )	N/A
P.S. & E. DOCUMENTS	( )	3

RECOMMENDED CONSTRUCTION DATE ____________ (Region) ____________ (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING
To be determined by the applicant during the course of the survey.		

7 - TYPICAL SECTION AND LOCATION

See attached listing.

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

See attachment.

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING		19,500
RIGHT OF WAY		
TRAFFIC CONTROL		
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY from application	188,679	
OTHER preliminary engineering	11,321	
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL	225,280	

SUBMITTED BY

FAU Road Improvement Project
Exhibit A
Street Overlay

Page 1 Of 2

Description	FAUS Route No.	Length of Overlay (Feet)	Width (curb to curb)	Travel Lanes	Parking	ROW Width	ADT
Fifth Street	5485					60	
Tangent to Oak		3,220	40	2@ 12'	2@ 8'		37
Oak to C		1,030	32	2@ 8'	2@ 8'		31
From "E" St to "F" St.		390	33	2@ 8½'	2@ 8'		27
Franklin Street	5495					50	
From Oak St to Railroad Tracks		360	30	2@ 7'	2@ 8'		30
From Jennings St to Santiam Canal		900	36	2@ 10'	2@ 8'		30
Grant Street	5520					60	
From Main St to Cleveland		1935	38	2@ 15'	1@ 8'		61
From Cleveland St to 120 ft East of Walnut Street		1410	32	2@ 12'	1@ 8'		48
Milton Street	5490					60	
From Second St to Highway 20		400	32	2 @ 8'	1@ 8'	60	37
From Highway 20 to 180 feet to the East		180	29	2@ 21'	1@ 8'		59
Morton Street	5580					60	
From Second St to North Main St		650	38	2@ 11'	2@ 8"		16
Oak Street	5500					60	
From 100' West of Seventh St to Grove St		3270	40	2@ 12'	2@ 8'		72
From 100' West of River St Intersection to River St.		160	32	2@ 8'	2@ 8'		14
River Street	5500					60	
From Oak St to Grant St		460	33	2@ 17'	2@ 8'		N/A

Cont'd.

FAU ROAD IMPROVEMENT PROJECT
Exhibit A
Street Overlay

Description	FAUS Route No.	Length of Overlay (Feet)	Width Curb to Curb	Travel Lanes	Parking	ROW Width	ADT
Rose Street	5560					60	
From Park St to Williams St		840	32	2@ 8'	2@8'		N/A
Second Street						60	
From Morton St to Tangent St	5580	395	32	2@ 12'	1@ 8'		30
From Rose St to Grant St	5425	1370	44	2@ 14'	2@ 8'		37
From Oak St to Elmore St	5425	850	32	2@ 12'	1@ 8'		47
From "D" St to "H" St	5425	1380	32	2@ 12'	1@ 8'		3[illegible]
Sherman Street	5530					60	
From Eleventh St to Tenth St		450	36	2@ 10'	2@ 8'		7
From Eighth St to Seventh St		510	36	2@ 10'	2@ 8'		7
From Fifth St. to Fourth St		455	32	2@ 8'	2@ 8'		12
From Main to Park St		450	44	2@ 14'	2@ 8'		36
Williams Street	5545					60	
From 100' North of Grant St to Maple Street		485	32	2@ 16'	-0-		49

1983 Kelsay Sp. Sec. of the 9589
Sherman Hwy. approx. 4 mi. N. of
Shaniko. (Grading & paving)

rll c: OSHD (Coulter)

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	REPORT NO. 3	COUNTY Wasco	DIVISION Oregon
DATE OF REPORT 10/18/84	REPORT MADE BY D. B. Carter, Area Engineer		PROJECT NO. HES-12(2)
COMPLETION DATE (Actual) 6/20/83	ACCEPTANCE DATE BY CONRTACT AGENCY 2/9/84	TIME ELAPSED 83 %	CONTRACT TIME 150 calendar days

LOCATION
On U.S. 97 approximately 5 miles north of the community of Shaniko, Wasco County, Oregon.

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

KELSAY SPRINGS SECTION
SHERMAN HIGHWAY
Grading & Paving

This 0.58 mile project provided for the realignment of the highway to reduce accident potential.

The final amount of the contract bid items was $261,362.05, or a 4.7 percent overrun of the contract amount of $249,599. The cost of the project including all changes and engineering was $323,562.35.

A final inspection of the completed work was made on October 24, 1983.

Some additional work was required to correct a staking error. This work was completed on a non-participating basis.

All participating work has been completed.

All signing and striping are complete.

A copy of a statement of the significant project overruns and underruns is attached to the Division Office copy of this report.

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
OCT 31 '84
REFER TO
Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE D. B. Carter Original Signed by D. B. Carter Area Eng		SIGNATURE G. K. Hossner	
TITLE Area Engineer	DATE 10/30/84	TITLE Field Operations Engineer	DATE 10/30/84

FORM FHWA 1446B
(Rev. 2-84)
PREVIOUS EDITIONS MAY BE USED.

ROAD DESIGN SECTION 378-6558

Dale Allen
Region 4 Engineer, BEND

May 21, 1984

W. H. Wakerlig
Right of Way Descriptions Supervisor

Kelsay Springs Section Survey
Sherman Highway
Wasco County

We are forwarding herewith a reproducible map which is a part of Right of Way Map 4B-14-12 covering the subject survey for your verification, narrative, professional seal, signature and submittal to the county per ORS 209.250.

However, before this survey can be filed, three (3) right of way markers set off of the right of way need to be removed. Those markers are 5/8" Iron Rods w/cap at the following locations (1) Sta. 533+06.87 P.S. 34.90' Rt., (2) Sta. 533+06.87 P.S. 55.28' Lt., (3) Sta. 553+48.77 P.S.C. 99.77' Rt.

The narrative shall explain the purpose of the survey, the basis on which lines were established and which found monuments and deed elements controlled the lines established or reestablished.

If, the narrative is a separate document, the narrative and the map should be referenced to each other and the narrative should contain additional information as follows:

1. Location of survey by ¼ Section or Donation Land Claim, Township and Range.
2. Date of Survey.
3. Surveyor's Seal.
4. Surveyor's business name and address.

Once the above items have been completed and the map has been filed with the County, please send notification of filing to this office.

By:

Vince Carrow
Sr. Design Draftsman

VC:rlr
Attachment

February 27, 1984

Reliance Insurance Company
P. O. Box 5669
Portland, OR 97228

COW 5
#9589

Gentlemen or Ladies:

On February 14, 1984, we wrote to you concerning release of final payment on Contract No. 9589 awarded to Hi-Land Construction, Inc., for work on the Kelsay Springs Section of the Sherman Highway in Wasco County.

Final payment on this contract is $2,500 and the total contract amount is $271,972.35, including $1,455.70 for work performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc
cc: Hi-Land Construction, Inc.
P. O. Box 69
Prineville, OR 97754

bc: C. O. Fredrickson
Walt Hart
Dale Allen

ROAD DESIGN SECTION DES 16

Reid W. Meritt
Project Manager

October 25, 1983

Donald R. Adams, P.E.
Final Design Engineer

Kelsay Springs Section
Sherman Highway
Wasco County

Your "Construction Narrative" on this project, prepared by Walt Bartel, was very well written, easily understood, and thorough. We do not get "quality" narratives like this very often.

You told of the need to revise the horizontal and vertical alignment at the limits of this project before construction could begin because of the reluctance on the part of a property owner to release his more valuable land to take advantage of an existing cattle pass and to eliminate a potentially hazardous blind curve.

It is unfortunate that so much work went into developing this job through the location and contract award phases to then have had to undergo major revision in the construction phase. This must have cost quite a bit of your crew's time too.

The redeeming factor in this circumstance was your ability to sort out these problems and make a beneficial improvement to the Highway System.

DRA:NEM:kkr

cc: D. D. Allen
(ug)
(kr) N. E. Mann

RECEIVED
OCT 26 1983
ROAD DESIGN SECTION

1 Versteeg ✓
Anderson
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OREGON STATE HIGHWAY DIVISION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Kelsay Springs
WEEK ENDING: September 24, 1983
SECTION PREFIX: 33-1034
HIGHWAY: Sherman
COUNTY: Wasco
NAME OF JOB: Kelsay Springs
KIND OF WORK: Grading and Paving
CONTRACTOR: Hi-Land Construction, Inc.
CONTRACT NUMBER: 9589
FED. AID PRO. NO.: HES-12(2)
DATE OF CONTRACT: February 2, 1983
DATE WORK STARTED: March 10, 1983
ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK:
MEN: 0 SUPERVISION: 0
SPECIFIED WORK DAYS:
WORK DAYS USED:
SPECIFIED CALENDAR DAYS: 150 CD
CALENDAR DAYS USED: 125
SPECIFIED COMPLETION DATE:
PERCENT OF TIME ELAPSED: 83
PROJECT AUTHORIZATION: $287,551.12
EXCLUSIVE OF ENGINEERING: $264,749.71
ENGINEERING AUTHORIZATION: $22,801.41
% OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
EST. COST OF COMPLETED PROJ. EXCLUSIVE OF ENGR.: $274,880.01
ENGINEERING COST TO DATE: $41,522.62
% OF CONTRACT COMPLETED BASED ON TOTAL AUTHOR.: 110
ESTIMATED PERCENTAGE: OVERRUN: 11.2 %
PERCENT OF AUTHORIZATION: 182 %
DATE PROJECT WAS COMPLETED: June 20, 1983

ESTIMATED PERCENT COMPLETE (ROADWAY)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE	MAT'L. PROD.		
100	100	100	100	100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUM. MACADAM	PAVING
MILES IN PROJECT:	0.66	0.66			
MILES PARTIALLY COMPLETED:					
MILES COMPLETED:					
TOTAL ESTIMATED QUANTITIES (CONTRACT):	26,160 CY	8,400 CY			2,430 Ton
TOTAL QUANTITIES CORRECTED TO DATE:	30,994 CY	8,753 CY			2,943 Ton
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE:	30,994 CY	8,753 CY			2,943 Ton
AVERAGE DAILY QUANTITIES:					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME:					
NUMBER OF SHIFTS PER DAY:					
HOURS PER SHIFT:					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.:
PERCENT:

DAY & DATE		WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	18	Cldy - Warm	0		
MONDAY	19	Cldy - Warm	0		
TUESDAY	20	Sunny - Warm	0		
WEDNESDAY	21	Sunny - Warm	0		
THURSDAY	22	Sunny - Warm	0		
FRIDAY	16	Cldy - Warm	0		
SATURDAY	17	Cldy - Warm	0		

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KELSAY SPRINGS
GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 18	No work.
MONDAY 19	No work.
TUESDAY 20	No work.
WEDNESDAY 21	No work.
THURSDAY 22	No work.
FRIDAY 16	No work.
SATURDAY 17	No work.

REMARKS

This week: Semi-final Estimate and related data submitted through Region4 on Thursday, September 8, 1983. The 'Request for Final Inspection' from the contractor has been received and the 'Third Notification' has been issued with the date of September 15, 1983.

FINAL
REPORT

SIGNED Walter Bart LOCATION The Dalles
For W. Reid Meritt, Project Manager

CONSTRUCTION, 3; W/BRIDGES, 4; REGION 4; FILE

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PAGE 1

File: CON 5
9589

KELSAY SPRINGS SECTION
SHERMAN HIGHWAY
WASCO COUNTY
CONTRACT NO. 9589
PREFIX NO. 033-1034
W. REID MERITT, PROJECT MANAGER

PROJECT MANAGER'S NARRATIVE REPORT

This was a Federal-Aid Project awarded to Hi-Land Construction, Inc. of Prineville, Oregon on February 2, 1983, in the amount of $249,599.00. The work to be done under this contract consisted of the construction of the roadbed, aggregate base and asphalt concrete pavement; and the installation of pipe, guard rail and delineators.

PROGRESS SUMMARY

The project completion time limit specified under the contract was 150 calendar days commencing Ferbuary 16, 1983. Actual construction on the project began on March 10, 1983. Once construction began, the contractor pursued the contract work diligently using 125 (or 83%) of the limiting calendar days.

Construction activities were delayed during the early weeks of the project as the horizontal and vertical alignments were revised. The revision was prompted for the following three basic reasons.

1)...The adjacent property owner was initially reluctant to sell valuable meadow acreage west of the existing cattle pass, 2.60 acres of which would have been required with the proposed alignment. Although the R/W negotiations had been concluded prior to going to contract, the property owner, Mr. Vern Mobley, did not support the project as designed, and volunteered less expensive real estate on the east side of the highway if the meadow acreage could be left in tact.

2)...The existing cattle pass was found to be in excellent condition. It was felt that if the existing cattle pass could be incorporated into the project, the stage construction could be simplified, minimizing any inconvenience to the public, and the cost of installing a new cattle pass could be saved.

3)...The horizontal curve at the north end of the project placed the P.S. of the curve at the crest of a vertical curve. From a design standpoint, the horizontal curve was hidden to southbound traffic by the crest of the vertical curve creating a potentially hazardous condition. By shifting the horizontal alignment to the east, thereby moving the P.S. of the horizontal curve to the north approximately 400 feet, the alignment become more apparent to the motorist and eliminated the potentially hazardous blind curve. In road design, a good rule of thumb is to locate the P.S. or P.T. of a horizontal curve in advance of a sharp crest curve making the alignment readily visible to oncoming traffic.

A secondary benefit resulting from shifting the alignment completely to the east of the existing highway was that the 2-degree curve at the south end of the project was eliminated, improving the alignment by increasing the forward tangent length to provide better sight distance.

TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

Traffic through the construction area was controlled by signs, cones, type II and type III barricades, and radio equipped flagmen. Two-way traffic was maintained through the project at all times, except when necessary, one lane was closed to traffic in the immediate work area but only during those hours when work was actually being performed.

Traffic was routed over the existing pavement under the Stage I construction, and stage surfacing was provided under Stage II construction. At no time was traffic detoured onto a non-asphaltic concrete surface.

No vehicular accidents occurred on the project during the course of construction.

EXCAVATION AND EMBANKMENT FOR ROADWAYS

The majority of the earthwork on the project consisted of excavation with approxomately 30% being solid rock. The rock excavation was drilled and shot on approximately 6-foot centers. The rock was hauled to a temporary stockpile and crusher site at the north end of the project where it was tested and found suitable for use in the production of the aggregate subbase and 3/4"-0 aggregate base. All of the base aggregates were produced from the through cut north of the cattle pass.

The excess material not incorporated into the project was used to flatten the roadside slopes and disposed of in the designated old roadbed waste area.

The rock cut slopes were scaled by the contractor as part of the work required under the "FINISHING ROADBED AND SLOPES" work item.

AGGREGATE SUBBASE AND BASE

The 2"-0 aggregate subbase was constructed in 3 equal lifts. Each layer was compacted by a roller having a minimum weight of 10 tons. The 95% of the maximum density compaction specification was not modified by the Special Provisions. However, less than 25% by weight of the subbase aggregate passed the #4 screen making the material too rocky to test. Compaction was therefore, visually inspected with rolling continuing until there was no appreciable reaction or yielding under the vibratory roller.

ASPHALT CONCRETE PAVEMENT

The class "B" asphalt concrete was commercially produced and constructed by Mid-Oregon Ready Mix. The asphalt mixture was produced in Terrebonne, Oregon, and hauled to the project in dump trucks. The haul distance from the asphalt plant to the job site was approximately 85 miles. On an isolated project of this kind, a long haul, given a relatively small quantity, is unavoidable.

The paving contractor used a limited number of trucks resulting in a stop-and-go operation. Although the loads were covered with a tarp, the asphalt mixture was usually crusted over, and with an intermittent paving operation, the resulting pavement surface produced a rough ride. Testing the surface with a 10-foot straightedge, 17 individual areas were found to exceed the allowable surface tolerance. The contractor brought the surface into compliance by grinding dowm the high spots in the pavement. Each area was retested during the grinding operation and not accepted until it met the specified surface tolerance specification.

The contractor used a Blaw-Knox 180 paver equipped with automatic paver controls. The base lift was constructed without the use of the automatic controls and was noticeably rough. A 40-foot ski was used on the southbound travel lane and shoulder wearing course. A matching shoe was used on the adjacent travel lane and shoulder. The contractor cooperated with the State by providing some automatic control even though the automatic paver control system was not required under this contract. In the base lift construction, the automatic paver control system may be impractical where constructed on an aggregate base surface, but on subsequent layers the automatic controls are of benefit in achieving a smooth pavement surface. Therefore, we recommend that the automatic paver control system not be required on the base lift construction, but a mandatory requirement on subsequent lifts of multilayer pavement construction.

CULVERT, SIPHONS, SEWERS AND IRRIGATION PIPE

During the roadbed excavation south of the cattle pass, subsurface water was encountered. To stabilize the subgrade, approximately 700 lineal feet of 8-inch perforated pipe was used on the project. The water originated from an underground spring east of the highway. A 15-foot length of existing perforated pipe was unearthed in the existing highway roadside ditch during construction. This extra work involved with the installation of 700 lin. ft. of perforated pipe required 5 calendar days for completion.

The existing 36-inch culvert pipes located at approximately station 562+50 were to be abandoned in favor of a single 36-inch pipe. Upon closer inspection of the existing 36-inch culvert pipes in the field, they were found to be in excellent condition, free of any debris or sediment. Rather than abandoning the existing culverts for the single installation, we decided to extend the existing culverts, providing a near equal discharge capacity. With the pipe extentions, a 5-foot flat bottom inlet ditch was constructed to channel the flow to the culvert pipes.

The advantage of extending the existing culvert pipes was that the work could be performed outside of the existing highway without interrupting the flow of traffic, and the existing pavement was left in tact by not installing the pipe under the existing roadway.

Walter Bartel
Walter Bartel
Ass't. Project Manager

WRM/WB/hc

cy MG

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Anderson
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FILE: CON 5
9589

STATEMENT OF OVERRUNS & UNDERRUNS

PROJECT: Kelsay Springs Section
HIGHWAY: Sherman
COUNTY: Wasco

CONTRACT NO.: 9589
PREFIX NO.: 033-1034
F. A. NO.: HES-12(2)

Item No.	Item	Unit	Original	Semifinal	+/- %
	Bid Items	$	249,599.00	261,509.71	+ 4.77
	Anticipated Items	$	3,750.00	2,700.00	- 28.00
	Contingencies	$	11,400.71	10,670.30	- 6.41
	Engineering	$	22,801.41	45,000.00	+ 97.36
	Liquidated Damages	$			
	Total	$	287,551.12	319,880.01	+ 11.24

All substantial changes were evaluated and only those listed below meaningfully affected the total project.

INDIVIDUAL OVERRUNS AND UNDERRUNS

Item No.	Item	Unit	Original	Semifinal	+/- %
3	Temporary Signs	Sq. Ft.	350	170.3	- 51.34

The alignment revision documented under P. A. #1 eliminated the plan stage construction sequence reducing the sign quantity required.

Item No.	Item	Unit	Original	Semifinal	+/- %
5	Temp. Guard Rail, Type 1A	Lin. Ft.	1,000	313	- 68.70

The alignment revision limited the majority of the grading to the east side of the existing highway. Guard rail was necessary only along the east side of the fill, stretching between 2 roadside cut areas.

Item No.	Item	Unit	Original	Semifinal	+/- %
6	Flagmen	Hour	850	680.5	- 19.94

Fewer flagmen hours were required since the bulk of the grading and paving was performed off to the side of the highway away from traffic.

Item No.	Item	Unit	Original	Semifinal	+/- %
8	General Excavation	Cu. Yd.	26,160.0	30,994.5	+ 18.85

The alignment revision shifted the roadway further into the cut banks.

Item No.	Item	Unit	Original	Semifinal	+/- %
[illegible]	Trench Excavation	Cu. Yd.	115.0	462.9	+302.52

700 Lin. Ft. of 6" drain pipe was added to the project, and a 5' flat bottom ditch was constructed at the inlet to the 36" culvert pipes increasing the project quantity.

Item No.	Item	Unit	Original	Semifinal	+/- %
12	Watering	M-Gal.	250.0	47.6	- 80.96

Due to the coarse nature of the base aggregate and rocky embankment material, less water was required to achieve compaction than originally anticipated.

Item No.	Item	Unit	Original	Semifinal	+/- %
15	Cl. "B" Asph. Conc.	Ton	2,430.0	2,946.32	+ 21.25

Rather than completely excavating and reconstructing the roadbed section at each end of the project increasing the difficulty of maintaining traffic through the work area, the existing asphalt pavement was preleveled to match the revised alignment increasing the original quantity.

Item No.	Item	Unit	Original	Semifinal	+/- %
16	0 - 30 Asph. Macadam	Sq. Yd.	1,600.0	0.0	-100.00

The alignment revision documented under P. A. #1 made it possible to maintain traffic over the base lift of asphalt concrete pavement within the new roadbed section eliminating the need for the 0 - 30 asphalt macadam.

Item No.	Item	Unit	Original	Semifinal	+/- %
18	36-Inch Culvert Pipe	Lin. Ft.	58.0	82.0	+ 41.38

Rather than install a single 36" culvert pipe, the existing culverts were extended to provide a drainage facility equal to the existing structures. The extra length resulted from shifting the alignment further to the east.

Item No.	Item	Unit	Original	Semifinal	+/- %
19	90-Inch Culvert Pipe	Lin. Ft.	92.0	0.0	-100.00

The existing cattle pass was found suitable and with the P. A. #1 alignment revision the existing cattle pass was incorporated into the new roadbed section eliminating the necessity of installing this culvert pipe.

Item No.	Item	Unit	Original	Semifinal	+/- %
PA#2	8-Inch Drain Pipe	Lin. Ft.	360.0	700.0	+ 94.44

Additional sub-surface water was encountered after the initial order was written resulting in this overrun.

Item No.	Item	Unit	Original	Semifinal	+/- %
PA#2	Gravel in Drains	Cu. Yd.	55.0	144.3	+162.36

Additional sub-surface water was encountered after the initial order was written resulting in this overrun.

[illegible]

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: September 12, 1983

In Reply Refer to
File No.:

AGENDA
SEP 20 1983

TO: Oregon Transportation Commission

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Kelsay Springs Section
Sherman Highway, Wasco County
Contract No. 9589

This federal-aid grading and paving job is essentially complete and it is now apparent that the final cost will exceed the project authorization by $28,600 or 9.9 percent.

Adjustments were made in the horizontal and vertical alignments in order to obtain better sight distance at the north end of the project, resulting in improved safety for the traveling public. At the same time, adjustments also allowed utilization of an existing cattle pass and avoided the acquisition of expensive pasture land from adjacent property owners. These adjustments added more than $14,000 to the cost of the project.

The balance of the overrun is made up of construction engineering expenses which were incurred in redesigning the job to achieve the improvements to the project. A claim settlement involving a staking error comprised $2,863 of the overrun.

There are sufficient funds available in the category of work and all the increase, except $7,700, is eligible for federal participation.

I recommend that the authorization be increased by $28,600 to a new total of $316,151.12. This matter will be on the consent calendar for the September 20 meeting.

OBJ:mk st

bc Fred D. Miller
R. W. Gormsen ✓
W. E. Schwartz
C. T. Keasey
V. E. Skoog
Dale Allen
George Bell

Form 734-3122

9589

STATE OF OREGON
Highway Construction 378-6318

INTEROFFICE MEMO
FILE: CON 5

RECEIVED
STATE HWY ENGR
SEP 7 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

TO: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

DATE: September 2, 1983

FROM: O. B. Jackmond
O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Kelsay Springs Section
Sherman Highway, Wasco County
Contract No. 9589

This federal-aid grading and paving job is essentially complete and it is now apparent that the final cost will exceed the project authorization by $28,600.00 or 9.9%.

Adjustments were made in the horizontal and vertical alignments in order to obtain better sight distance at the north end of the project, resulting in improved safety for the traveling public. At the same time, adjustments also allowed utilization of an existing cattle pass and avoided the acquisition of expensive pasture land from adjacent property owners. These adjustments added more than $14,000 to the cost of the project.

The balance of the overrun is made up of construction engineering expenses which were incurred in redesigning the job to achieve the improvements to the project. A claim settlement involving a staking error comprised $2,863 of the overrun.

There are sufficient funds available in the category of work and all the increase, except $7,700, is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $28,600.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: Dale Allen
Reid Meritt
R. D. Church
D. E. Swan

NOTED
H.S. COULTER

OK

81-125-1307

1-81

STATE COPY

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State OREGON
MONTHLY TRANSACTION NUMBER 7-196	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Wasco
PROJECT REPORT NUMBER		
MODIFICATION NUMBER 3		Project Number HES-12(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 26, 19 82, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 324,601.00	$ 356,050.00
Federal funds	$ 292,140.00	$ 320,445.00
Other revisions		

This modification is made for the following reasons: To include increase in construction costs, and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 18th day of July, 1983.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Henry G. Potter

Manager, Program Section
(Title)

~~By~~ FOR: H. S. Coulter

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

FOR: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen. File

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON JULY 8, 1983

FEDERAL AID PROJECT NO. HES-12(2)

KELSEY SPRINGS SECTION
SHERMAN HIGHWAY IN WASCO COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE PE

Preliminary Engineering	All Required	$ 26,050.00

TYPE CODE ROW

Right of Way	All Required	$ 11,000.00

TYPE CODE 1000
ROADWAY (Sta. 536 + 50 to Sta. 566 + 87.2)

Subtotal of previous estimate of March 1, 1983	$253,349.00

PREVIOUS ESTIMATE

General Excavation	26,160 Cu. Yd.	2.15	$ 56,244.00
Class "B" Asphalt Concrete	2,430 Ton	34.00	82,620.00
			$138,864.00

REVISED ESTIMATE

General Excavation	29,417 Cu. Yd.	2.15	$ 63,246.55
Class "B" Asphalt Concrete	2,935 Ton	34.00	99,790.00
			$163,036.55
		Increase	24,172.55
		Subtotal	$277,521.55
		Engineering	41,628.45
		TOTAL	$319,000.00

Length of Roadway ------------------ 0.559 mi.
Cost of Roadway -------------------- $570,661.89

SUMMARY OF FUNDS

DESCRIPTION	TOTAL COST	FEDERAL FUNDS	STATE FUNDS
Preliminary Engineering	$ 26,050.00	$ 23,445.00	$ 2,605.00
Right of Way	11,000.00	9,900.00	1,100.00
Roadway	319,000.00	287,100.00	31,900.00
TOTAL	$356,050.00	$320,445.00	$35,605.00

Group 1: 100%
Contract No. 9589
Prefix: 33-1944
Prefix: 33-2511
Prefix: 33-1034

9589

STATE COPY

B

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State Oregon
MONTHLY TRANSACTION NUMBER 3-180		County Wasco
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	Project Number HES 12(2)
MODIFICATION NUMBER 2		

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on Jan. 26, 1982, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 37,050.00	$ 324,601.00
Federal funds	$ 33,345.00	$ 292,140.00
Other revisions		

This modification is made for the following reasons: adding construction phase.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 21st day of March, 1983.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Acting Program Section Manager
(Title)

XX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon March 1, 1983

Federal-Aid Project
No. HES-12(2)

Kelsey Springs Section
Sherman Highway in Wasco County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code PENG
Preliminary Engineering

Preliminary Engineering		All Required	$	26,050.00

Type Code ROW
Right-of-Way

Right-of-Way		All Required	$	11,000.00

Type Code IOOO
Roadway (Sta. 536+50 to Sta. 566+87.2)

Mobilization			All Required	$	3,650.00
Temporary Protection and Direction of Traffic			All Required		1,200.00
Temporary Signs	350	Sq. Ft.	6.00		2,100.00
Temporary Barricades	15	Each	95.00		1,425.00
Temporary Guardrail, Type 1A, Reflectorized	1,000	Lin. Ft.	3.25		3,250.00
Flagmen	850	Hour	22.00		18,700.00
Removal of Structurs and Obstructions			All Required		1,000.00
General Excavation	26,160	Cu. Yd.	2.15		56,244.00
Trench Excavation	115	Cu. Yd.	6.00		690.00
Finishing Roadbed and Slopes			All Required		600.00
Obliteration of Roadway			All Required		200.00
Watering	250	M-Gal.	5.00		1,250.00
Aggregate Subbase	7,350	Cu. Yd.	6.00		44,100.00
3/4"-0 Aggregate Base	1,050	Cu. Yd.	6.00		6,300.00
Class "B" Asphalt Concrete	2,430	Ton	34.00		82,620.00
0-30 Asphalt Macadam	1,600	Sq. Yd.	2.25		3,600.00
18-inch Culvert Pipe	82	Lin. Ft.	15.00		1,230.00
36-inch Culvert Pipe	58	Lin. Ft.	30.00		1,740.00
90-inch Culvert Pipe	92	Lin. Ft.	100.00		9,200.00
Guardrail, Type 2A	700	Lin. Ft.	12.00		8,400.00
Guardrail Anchors, Type 1	4	Each	300.00		1,200.00
Rail End Pieces, Type C	4	Each	75.00		300.00
Delineators, Type 2	30	Each	20.00		600.00
				$	249,599.00

Anticipated Items

Permanent Pavement Striping	All Required	$	1,900.00
Temporary Pavement Striping	All Required		800.00
Roadside Seeding and Mulching	All Required		800.00
Temporary Erosion Control	All Required		250.00
		$	3,750.00
	Subtotal	$	253,349.00
	Engineering		34,202.00
	Total	$	287,551.00

Length of Roadway ----------------- 0.559 mi.
Cost of Roadway Per Mile ----------$514,402.50

SUMMARY OF FUNDS (90%)

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 26,050	$ 23,445	$ 2,605
Right-of-Way	11,000	9,900	1,100
Roadway	287,551	258,795	28,756
Total	$ 324,601	$ 292,140	$ 32,461

Group 1	100%
Contract No.	9589
Prefix:	33-1944
Prefix:	33-2511
Prefix:	33-1034

STATE COPY

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NUMBER 11-115	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 11-22 83	County Wasco
MODIFICATION NUMBER 1		Project Number HES-12(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 26, 19 82, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 14,500.00	$ 37,050.00
Federal funds	$ 13,050.00	$ 33,345.00
Other revisions		

This modification is made for the following reasons: to include approved increase for preliminary Engineering and approved funds for ROW.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 22nd day of November, 19 82.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By E S Hunter

Assistant State Highway Engineer
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ____________________
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Gen File

Oregon State Highway Division
Salem, Oregon November 17, 1982

Federal-Aid Project
No. HES-12(2)

Kelsey Springs Section
Sherman Highway in Wasco County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code PE
Preliminary Engineering

Preliminary Engineering	All Required	$26,050.00
	TOTAL	$26,050.00

Type Code ROW
Right-of-Way

Right-of-Way	All Required	$10,000.00
	SUBTOTAL	$10,000.00
	Acquisition Expense	1,000.00
	TOTAL	$11,000.00

Length of Project --------------- 0.61 mi.

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 26,050.00	$ 23,445.00	$ 2,605.00
Right-of-Way	11,000.00	9,900.00	1,100.00
Retain in Program			
Contract Work	470,000.00	423,000.00	47,000.00
TOTAL	$507,050.00	$456,345.00	$50,705.00

Group 1 100%
Prefix: 33-1944
Prefix: 33-2511

STATE COPY

2

OMB No. 04-R2089

TO BE COMPLETED BY FHWA
MONTHLY TRANSACTION NO.

2-36

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FEDERAL-AID PROJECT AGREEMENT

1/26/82

State
Oregon

County
Wasco

Project No.
HES-12(2)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 97, Approx. 4.4 mi. N.E. of Shaniko, S. 0.61 mi.

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY	12-15-81	0.61
CONSTRUCTION		

OTHER *(Specify)*

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS PRO RATA 90.0%
14,500.00	$13,050.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Operation Programming Engineer
(Title)

XXX
By For: H.S. Coulter

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator 1/26/82

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen File

Oregon State Highway Division
Salem, Oregon January 21, 1982

Federal Aid Project
No. HES-12(2)

Kelsey Springs Section
Sherman Highway in Wasco County

PROJECT AGREEMENT ESTIMATE

Type Code PE
Preliminary Engineering

Preliminary Engineering	All Required	$14,500.00
	TOTAL	$14,500.00

Length of Project ---------- 0.61 mi.

SUMMARY OF FUNDS (90%)

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 14,500.00	$ 13,050.00	$ 1,450.00
Retain in Program ROW	1,500.00	1,350.00	150.00
Retain in Program Contract Work	470,000.00	423,000.00	47,000.00
TOTAL	$486,000.00	$437,400.00	$48,600.00

Group 1 100%
Prefix: 33-1944

ell OSHD (Coulter)

Region (HCM-010)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINSTRATION

INITIAL REPORT & Final Inspection

REGION NO. 10	REPORT NO. 1	COUNTY Wasco	DIVISION Oregon
DATE OF INSPECTION 6/21/83	INSPECTION MADE BY David B. Carter, Area Engineer Original Signed by D. B. Carter Area Engr.		PROJECT NO. HES-12(2)

IN COMPANY WITH

Unaccompanied. Discussed with W. Bartel, Assistant Project Manager, OSHD

LOCATION

On U.S. 97 approximately 5 miles north of the community of Shaniko, Wasco County, Oregon.

CONTRACTOR NAME AND ADDRESS

HiLand Construction, Inc., Juniper Canyon Road, Prineville, Oregon 97754

AWARD DATE 2/2/83	CONTRACT AMOUNT $249,599	TIME ALLOWED 150 C.D.	TIME STARTED 2/16/83	WORK STARTED 3/10/83
QUALITY OF WORK Satisfactory	PROGRESS OF WORK Satisfactory	TIME ELAPSED 82%	WORK COMPLETED 99%	

RECEIVED
STATE HWY ENGR
JUN 28 '83
REFER TO Keasey
FOR

Info	Inves	R/D	D/R	Sign	Act	File

NOTED
W. E. SCHWARTZ
6/30

REMARKS

KELSAY SPRINGS SECTION
SHERMAN HIGHWAY
Grading & Paving

This 0.58 mile project provided for the realignment of the highway to reduce accident potential.

The project is complete except for the installation of the delineators.

The project should have a very positive effect on traffic operations through this area.

The materials incorporated into the project were in substantial compliance with the project specifications.

The final cost of the project should be very close to the project authorization.

Due to the small size of the project the asphalt concrete mixture was designated as a commercial mix. The mix was obtained from the mid-Oregon crushing commercial source near Madras and hauled to the project site. The overall paving work is considered to be satisfactory. The grading work looks very good.

The contractor has submitted a claim regarding some regrading which was necessary on the subbase aggregates. Apparently, cross slope grades were given the contractor which did not reflect the change in superelevation between the shoulder and travel lanes. The subbase aggregates were constructed to these grades. The contractor was then required to reconstruct this material to the proper grade. The claim involves one day for the equipment and labor necessary to do this work. The settlement of this claim is considered to be nonparticipating.

Price Agreement No. 1 was initiated to make some alignment changes and to eliminate the 90 inch culvert pipe. It was found that a slight change in the proposed alignment would have a substantial positive effect on functioning of the improvement. It was also determined that the existing cattle pass and culvert could be used in lieu of installing the proposed 90 inch culvert. This price agreement resulted in an estimated savings of $5,619.

It is recommended that the project be accepted upon completion of the delineator work.

9589

1-P

OREGON DEPARTMENT OF TRANSPORTATION

HIGHWAY DIVISION

ORDER FOR EXTRA WORK

TO BE PERFORMED ON FORCE ACCOUNT BASIS

3-17-83

PROJECT NAME (SECTION) KELSAY SPRINGS	CONTRACT NO. 9589
HIGHWAY SHERMAN — COUNTY WASCO	PREFIX 33-1034
CONTRACTOR'S NAME AND ADDRESS HI-LAND CONSTRUCTION, INC. P.O. BOX 69 PRINEVILLE, OR 97754	F.A. PROJECT NO. HES-12(2) DATE PREPARED MARCH 15, 1983 EXTRA WORK ORDER NO. 1

THE FOLLOWING FORCE ACCOUNT WORK IS TO BE PERFORMED AND PAID FOR IN ACCORDANCE WITH THE CONTRACT TERMS:

DESCRIPTION OF WORK TO BE DONE — Construct a temporary cattleguard.

LOCATION OF WORK (STATION NUMBERS) — Sta. 539+50 Lt.

COST ESTIMATE (LABOR, EQUIPMENT AND MATERIALS) —

LABOR	$235.00
EQUIPMENT	160.00
MATERIALS	805.00
TOTAL	$1200.00

SPECIFICATIONS AND OTHER PROVISIONS — The work to be done shall be performed in accordance to the contract Special Provisions, plans, and Standard Specifications for Highway Construction, 1974 Edition. The temporary cattleguard will be constructed to dimensions specified by the engineer. The cattleguard shall be constructed of untreated timbers as approved by the engineer.

PREPARE A SEPARATE ORDER FOR EACH TYPE OF EXTRA WORK JOB. SUBMIT THE ORIGINAL THROUGH CHANNELS TO THE CONSTRUCTION BRANCH. AFTER APPROVAL, COPIES WILL BE SENT TO THE CONTRACTOR, THE REGION ENGINEER AND THE RESIDENT ENGINEER	PROJECT AUTHORIZATION $ 287,551.12
SUBMITTED BY (RESIDENT ENGINEER) H. Reid Merritt	ESTIMATED PROJECT COST INCLUDING WORK UNDER THIS ORDER. $ 277,350.41
	ESTIMATED ~~OVERRUN~~ UNDERRUN 3.5 % $ 10,200.71
APPROVAL RECOMMENDED (REGION)	APPROVED (CONSTRUCTION) Robert [illegible] DATE 3-17-83
APPROVAL RECOMMENDED DS 3-18-83	

734-3208 (REV 2-81)

STATE OF OREGON
HIGHWAY DIVISION - DEPARTMENT OF TRANSPORTATION

INTEROFFICE MEMO
LOC 3

TO: FILE

DATE: January 28, 1983

FROM: H S Coulter
H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
January 27, 1983 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids were opened January 27, 1983 on the following projects:

1. Jenny Creek Bridge
   Green Springs Highway, Jackson County
   Grading, Paving and Structure

   Structure replacement. Six-foot shoulders on structure and approaches available for bicycle and pedestrian traffic.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

2. Second, Oak and Fifth Streets (Lebanon)
   City Streets, Linn County
   Grading and Paving

   City street improvement. Curb ramps will be installed on existing sidewalks.

3. McKay Creek (Platt) Bridge
   McKay Creek Road, Umatilla County
   Grading, Surfacing and Structure

   Twenty-four-foot aggregate approaches and a twenty-eight-foot roadway on the structure.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(b), which states, "footpaths and trails are not required to be established . . . if the cost of establishing such paths and trails would be excessively disproportionate to the need or probable use."

4. Kelsay Springs
   Sherman Highway, Wasco County
   Grading and Paving

   Twenty-foot lanes with four-foot shoulders available for bicycle and pedestrian use.

   Same as No. 1.

5. Washington County Pavement Marking
   Various Highways, Washington County

   Pedestrian and school crosswalks installed on this project.

6. Boeckman Creek Bridge
   Wilsonville Road, Clackamas County
   Grading, Paving and Structure

   Variable lane width. Future construction by other include a ten-foot bike path and a five-foot sidewalk.

7. Park Place-Newell Creek
   Cascade Highway South, Clackamas County
   Grading and Structure

   Future surfacing contract will include eight-foot shoulders for pedestrian and bicycle traffic.

   Same as No. 1.

8. SE 50th Avenue-SE 82nd Avenue
   Mt. Hood Highway, Multnomah County

   Multi-lane with sidewalk construction on existing sidewalks for bicycle and pedestran use.

HSC:RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell
D. A. Ridings

9577

1-5-83

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. HES-12(2)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Wasco

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 20020

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1/5/83

8. FEDERAL ROUTE NUMBER Primary 12

9. STATE ROUTE NUMBER Primary 42

10. GENERAL LOCATION:
Kelsey Springs Section

11. GENERAL DESCRIPTION OF WORK
Grade and pave

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)*
Permanent Pavement Striping S.F. $1,900
Temporary Pavement Striping S.F. $ 800

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 1/3/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $344,398 Federal Funds $309,958.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
JAN 18 '83
REFER TO Swan
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Orig. att. to
1/18

14. DATE 1/5/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hessner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. HES-12(2)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Wasco

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 20020

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 11/10/82

8. FEDERAL ROUTE NUMBER Primary 12

9. STATE ROUTE NUMBER Primary 42

10. GENERAL LOCATION:
Kelsay Springs Section

11. GENERAL DESCRIPTION OF WORK
Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Program change

13. REMARKS

As requested in Mr. Swan's letter of 11/1/82 I approve the revised Preliminary Engineering Costs to a TEC of $26,050 Federal Funds $23,445.

(Increase TEC $11,550 Federal Funds $10,395)

RECEIVED
STATE HWY ENGR
NOV 12 '82
REFER TO Moehring
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Orig to
11/12

14. DATE 11/10/82

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hessner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

42

PROJEC PROSPECTUS
PART 4 — SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

KEY ID#

REGION 4

SECTION
Kelsay Springs Section
Sherman Highway #42

SURVEY AUTHORITY

AUTHORIZATION NO. 2

PREFIX 33-1944

DATE 11-1-82

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$	$ 8,000	915 AUDITS	$	$	933 SURFACE DESIGN	$	$ 500
902 CITIZEN'S INVOLVEMENT			916 PHOTO-GRAMMETRY			934 GEOLOGY		
903 LOCAL GOVERNMENT			918 LOCATION		500	935 SOILS		
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC		
905 FINAL DESIGN		5,000	920 PROGRAM MANAGEMENT		200	937 HYDRAULICS		
906 BRIDGE DESIGN			921 SPECIFICA-TIONS		2,500	938 REGION ENVIRONMENT		100
907 PRELIMINARY DESIGN		5,000	922 ADMIN. SERVICES		100	949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION		2,000	923 ENVIRONMENTAL SECTION		200	950 TRAINING		
910 REGION GEOLOGIST		500	924 D.O.T.			955 R/W RELOC. ASSISTANCE		
911 TRAFFIC SECTION		200	925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION			980 PUBLIC HEARING		
913 RIGHT-OF-WAY LIAISON		200	927 FREE BRIDGE DESIGN					
914 REGION UTIL-ITY LIAISON		300	932 RAILROAD & UTILITIES		750			

TOTALS	$ 26,050	$ 26,050
PREVIOUS AUTHORIZATION		$ 14,500
ADD. AUTH. REQUIRED		$ 12,450

RIGHT-OF-WAY PREFIX

FEDERAL AID PROJECT NUMBER
HES - 12(2) 11-10-82

LOCATION ENGINEER'S REMARKS

Beginning at M.P. 51.0, thence southerly 0.6 miles to M.P. 51.6.

Perform all necessary work to prepare Plans Specifications, & Estimate to realign the existing curve by contract.

1 ✓
2 A
3 M
4 A

RECEIVED
1
ROAD DESIGN SECTION
Do Not
Return To
Bring Up
Action

cpy Watson kg

Bring Up

PREPARED BY P. Lewellyn, Cost & Recores Spec.	DATE 11-1-82	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE 11/10/82
RECOMMENDED, REGION ENGINEER	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X	DATE 11-10-82
ENGINEER	DATE 11/5/82	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE 12-15-81	

6-18-82

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINIST ION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. HES-12(2)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Wasco

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 20020

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 6/18/82

8. FEDERAL ROUTE NUMBER Primary 12

9. STATE ROUTE NUMBER Primary 42

10. GENERAL LOCATION:
Kelsey Springs Section

11. GENERAL DESCRIPTION OF WORK
Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Program change
See below

13. REMARKS

As requested in Mr. Swan's letter of 6/15/82 I approve the revised Right of Way Costs to a TEC of $11,000 Federal Funds $9,900.

(Increase TEC $9,600 Federal Funds $8,640)

RECEIVED
STATE HWY ENGR
JUN 23 '82
REFER TO
FOR
Info Inves R/D D/R Sign Act File

Orig to
6-23-82

14. DATE 6/18/82

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

June 15, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan
Program Control Engineer

SUBJECT: Program Change
Project No. HES-12(2)
Kelsey Springs Section
Right-of-Way
Wasco County

I request your approval of a program change to increase the estimated total cost of the right-of-way to $11,000 with Federal funds of $9,900 in accordance with the enclosed copy of Mr. Lowe's memo of June 11, 1982. Your memo of June 8, 1982 authorized acquisition of the one parcel involved.

CL:bkc
Enc.

cc: J. Boyd
F. Lowe
R. Bladorn
General Files

Form 734-3122

9589

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. HES-12(2) B

2. STATE PROJECT NO. See below

2A. COUNTY NAME Wasco

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 20020

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 6/8/82

8. FEDERAL ROUTE NUMBER Primary 12

9. STATE ROUTE NUMBER Primary 42

10. GENERAL LOCATION
Kelsey Springs Section

11. GENERAL DESCRIPTION OF WORK
Right of Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☒ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's letter of 6/3/82 you are now authorized to proceed with all phases of right of way acquisition for File No. 52872 as shown on R/W map 4B-14-12 at a TEC of $1,400 Federal Funds $1,260.

Federal participation is limited to that right of way actually incorporated in the final location of the subject project.

RECEIVED
STATE HWY ENGR
JUN 9 '82
to
REFER TO Moehring
FOR C
Info | Inves | R/D | D R | Sign | Act | File

Orig to
6-10-82

14. DATE 6/8/82

15. SIGNATURE OF APPROVING OFFICIAL Walach

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.
PRO 6-2

June 3, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Project No. HES-12(2)
Kelsey Springs Section
Right-of-Way
Wasco County

I request authorization to proceed with the actual acquisition of the right-of-way as programmed on the subject project at an estimated total cost of $1,400 with Federal funds of $1,260. The right-of-way to be acquired is as outlined in red on the enclosed copy of right-of-way map 4B-4-12 and does not involve relocation assistance.

CL:bkc
Enc.

cc: J. Boyd
F. Lowe
R. Bladorn
General Files

Form 734-3122

42

ROAD DESIGN SECTION 378-6558 ROW 3:1

J. B. Boyd, Manager
Right of Way Section

May 25, 1982

J. H. Versteeg
Road Design Engineer

File 52872
Kelsay Springs Section
Sherman Highway
Wasco County

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
MAY 26 1982
ROAD DESIGN
SECTION

Do Not File ☐
Return To
Bring Up / /
Action

Attached is a description (1 file), an authorization and right of way prints covering right of way required for the subject project scheduled for December 16, 1982.

By:

W. H. Wakerlig
R/W Descriptions Supervisor

WHW:rlr
Attachments

12-15-81

nig

U. S. DEPARTMENT OF TRANSPORT 'ON
FEDERAL HIGHWAY ADMINISTI ION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. HES-12(2)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Wasco

3. FROM
Dale E. Wilken, Division Administrator
FHWA Oregon Division
Salem, Oregon

4. PROGRAM NO.

5. ITEM NO. 20020

6. TO
Mr. H. S. Coulter, State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 12-15-81

8. FEDERAL ROUTE NUMBER Primary 12

9. STATE ROUTE NUMBER Primary 42

10. GENERAL LOCATION:
KELSEY SPRINGS SECTION

11. GENERAL DESCRIPTION OF WORK
Preliminary Engineering

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☒ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION including Archeological Salvage & Utility Preparatory Work, TEC $14,500; Federal Funds $13,050.
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's letter of December 4, 1981.

RECEIVED
STATE HWY ENGR
DEC 17 '81
REFER TO Moehring
FOR

Info	Inves	R/D	D/R	Sign	Act	File

12/17

14. DATE 12-15-81

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6

December 4, 1981

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: Program Data Submission
Item No. 20020
Project No. HES-12(2)
Kelsey Springs Section
Wasco County

Attached data consists of PR-1 forms with project maps and Authority for Survey.

I request authorization to proceed with all phase of preliminary engineering work necessary to obtain P.S.&E. approval at an estimated total cost of $14,500 with an obligation of $13,050 in Federal funds.

By computation, the section of highway containing this project would rank No. 3 on the Rural Priority List previously submitted to FHWA.

A copy of the State Clearinghouse A-95 review conclusions were previously submitted.

DRH:bkc
Attachments

cc: L.E. George
D.D. Allen (Region 4)
General Files

Form 734-3122

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage St. S.E.
Salem, Oregon 97310, Phone: 378-3732
Toll Free Number - 1-800-452-7813

NOTED
H.S. COULTER

APPLICANT: OE DOT-HWY DIV

PROJECT TITLE: Kelsay Springs Section [illegible] Co.

DATE: 10-20-81

The State has reviewed your project and reached the following conclusions:

☒ No significant conflict with the plans, policies or programs of state government have been identified XXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

☒ Relevant comments of state agencies are attached and should be considered in the final design of your proposal.

☐ Potential conflicts with the plans and programs of the state agency (s) have been satisfactorily resolved. No significant issues remain.

☐ Significant conflicts with the plans, policies or programs of state government have been identified and remain unresolved. The final proposal has been reviewed and the final comments and recommendations of the state are attached.

ATTACHMENT:

cc: D.E. Wilken
H.S. Coulter ✓
F.E. Terpin
J.B. Boyd
J.H. Versteeg
Gary Potter
W.J. Hart
Aeronautics Division
B.L. Gifford
Reg.(4)Engr.: D.D. Allen
Dis.(9)Engr.: R.S. Hawkins

NOTICE TO FEDERAL AGENCY

The following is the officially assigned State Identifier Number

OR 810921-031-2

This number should be used on all correspondence and particularly on SF 424 as required by OMB A-95.

BEN GIFFORD

RECEIVED
STATE HWY ENGR
OCT 21 '81
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

A copy of this notification and attachments, if any, must accompany your application to the federal agency as required by OMB A-95. Comments of the appropriate local reviewing agencies will be submitted to you separately and must also be included.

A-95 Coordinator

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage ST NE Salem, Oregon
Phone: 378-3732 97310

PNRS STATE REVIEW

Project #: OR 810921-031-2 Return Date: OCT 16 1981

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed.

PROGRAM REVIEW AND COMMENT

TO STATE CLEARINGHOUSE: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

( ) It has no adverse effect.

( ) We have no comment.

( ) Effects, although measurable, would be acceptable.

( ) It has adverse effects. (Explain in Remarks Section)

(x) We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)

( ) Additional comments for project improvement. (Attach if necessary)

REMARKS (Please type or print legibly)

Comments Attached

Agency Fish & Wildlife By

PNRS 810921-031-2

The Oregon Department of Fish and Wildlife has no objection to the proposed widening of U.S. Highway 197 in Sherman County. However, we request that detailed project plans be reviewed with Al Lichens, district fish biologist, prior to construction. This coordination should help avoid any potential adverse impacts stemming from construction activities.

Mr. Lichens can be contacted at 3701 West 13th Street, The Dalles, Oregon, telephone number 296-4628.

Our interest in this project is related to the potential impact of construction on tributaries of Buckhollow Creek, which are located in this general area. Buchhollow Creek is an important producer of summer steelhead in the Deschutes River Basin.

We appreciate the opportunity to review and comment on this project proposal.

cc: Al Lichens

9527 42

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

DATE
PREFIX

1 - IDENTIFICATION

PROJECT NAME: Kelsay Springs Section

HIGHWAY NAME: Sherman

HIGHWAY NUMBER: 42

REGION: 4

ADMINISTRATIVE DISTRICT: 9

COUNTY: Wasco

CITY: --

LENGTH: 0.61 mi.

MILEPOST NUMBER: 51.0 TO 51.61

☒ RURAL ☐ URBAN

LOCAL GOVERNMENT PROJECT? ☐ YES ☒ NO

IF YES, UNIT OF GOVERNMENT

TYPE OF FUNDS: ☐ FAI ☐ FAP ☐ FAS ☐ STATE ☐ FAUS ☐ OTHER Title II

METHOD OF CONSTRUCTION: ☒ CONTRACT ☒ STATE FORCE ☐ OTHER

TYPE OF WORK: ☒ GRADING ☒ PAVING ☐ STRUCTURE ☒ SIGN ☐ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

Grade and surface approximately 0.61 miles on a re-alignment that reduces the curvature on two existing curves.

It is intended that the grading and surfacing, up through a binder course, be let to contract. State Maintenance forces to place an oil mat using oil aggregates produced under the contract.

Also under the contract, it is desired to have 5,000 cy of sanding material produced, to be paid for with Maintenance money.

1 Versteeg ✓
Anderson
2 Christensen JW
3 Olson
Sullivan
Terpin
Trout
4 Wakerlig

RECEIVED
OCT 8 1981
ROAD DESIGN SECTION

Do Not File
Return To
Bring
Action

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME): 1979 - 850

PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME):

LEVEL OF SERVICE		A	B	C	D	E	F
	EXISTING	☐	☒	☐	☐	☐	☐
	PROPOSED	☒	☐	☐	☐	☐	☐

DESIGN SPEED (MPH): 55

DESIGN STANDARDS: AASHTO

TRAFFIC ANALYSIS: ☒ LIGHT ☐ MEDIUM ☐ HEAVY

REFERRED TO
Beard Staudenmeyer
Cole 1 Mann
Dickson Watson
Dorn Lou
File Copy Doc
ENGINEER

APPROVED
Location Engineer
Date 10/5/81

FORM 734-1730 (12-78) Page 1

3 - FEATURES	EXISTIN UMBER AND WIDTH	PR SED NUMBER AND WIDTH
TRAVEL LANES	2 - 10'	2 - 12'
SHOULDERS	2 - 2' - 3'	2 - 4'
MEDIANS	None	None
PARKING LANES	None	None
SIDEWALKS	None	None
BIKEWAYS	None	Shoulders adequate for bicycles
INTERCHANGES	None	None
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☐	☐	☒
Illumination	☐	☒	☐
Structures	☐	☒	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☒	☐
River ________	☐	☒	☐
Stream ________	☐	☒	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☒	☐	☐
Simple Acquisition	☒	☐	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☒	☐	☐
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☒	☐
Dept. of Geology & Min. Ind.	☒	☐	☐
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	Y	NO	MAYBE		YES	NO	MAYBE
Agreements (City-County Etc.)	☐	☒	☐	Hydraulics Study	☒	☐	☐
Environmental Assessment	☒	☐	☐	Soils Investigation	☒	☐	☐
Statewide Assessment	☐	☒	☐	Airport Clearance	☐	☒	☐
Negative Declaration	☐	☒	☐	Economic Analysis	☐	☒	☐
Environmental Impact Statement	☐	☒	☐	Requires Field Survey	☐	☐	☒
4-F Statement	☐	☒	☐	Old Survey Available	☒	☐	☐
Citizen Advisory Committee	☐	☒	☐	Requires Vicinity Map	☐	☒	☐
Public Hearing ____________	☐	☒	☐	Requires Photogrammetry	☐	☒	☐
Borrow Source	☐	☒	☐	Requires Reconnaissance Survey	☐	☒	☐
Material Source	☒	☐	☐	Reconnaissance Available	☐	☒	☐
Utilities	☐	☒	☐	Design Review	☐	☒	☐

Type ____________________

4 - WORK ITEMS

TO BE PERFORMED BY

	APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☐	☒	☐
RIGHT–OF–WAY	☐	☒	☐
CONSTRUCTION ENGINEERING	☐	☒	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	--
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	--
CORRIDOR APPROVAL	( )	--
FIELD SURVEY	(4)	1
PRELIMINARY DESIGN	( )	--
DESIGN APPROVAL/FINAL EIS	( )	--
RIGHT-OF-WAY DESCRIPTIONS	( )	1
RIGHT-OF-WAY ACQUISITION	( )	4
P.S. & E. DOCUMENTS	( )	3

	(Region)	(Salem)
RECOMMENDED CONSTRUCTION DATE		

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING
Stone Base	16"	
Level Course	2"	
Oil Mat - DO-9	1½"	

7 - TYPICAL SECTION AND LOCATION

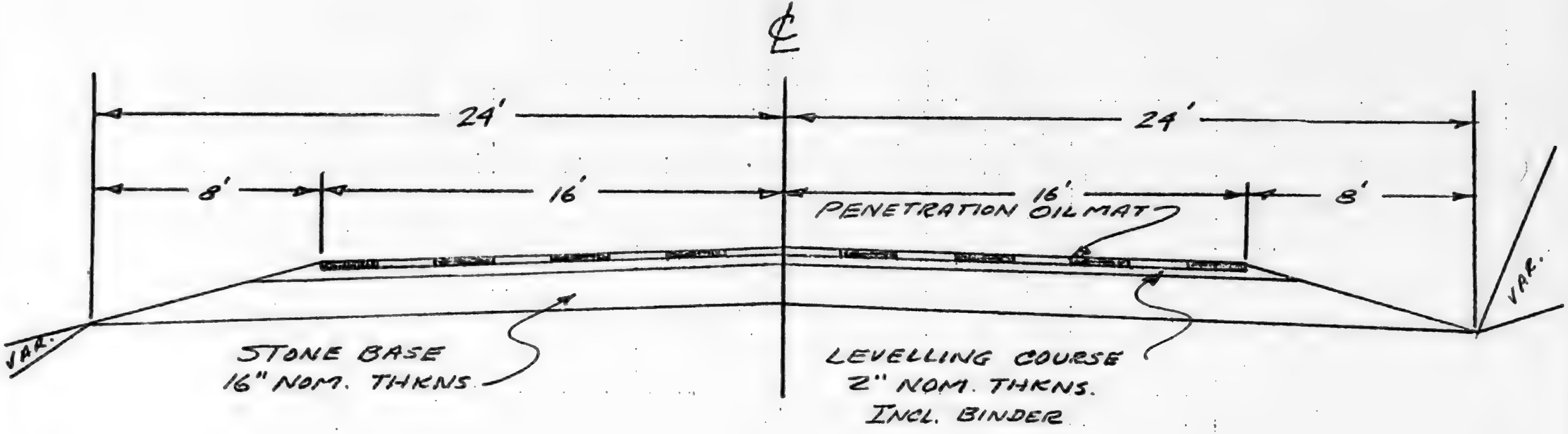
Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

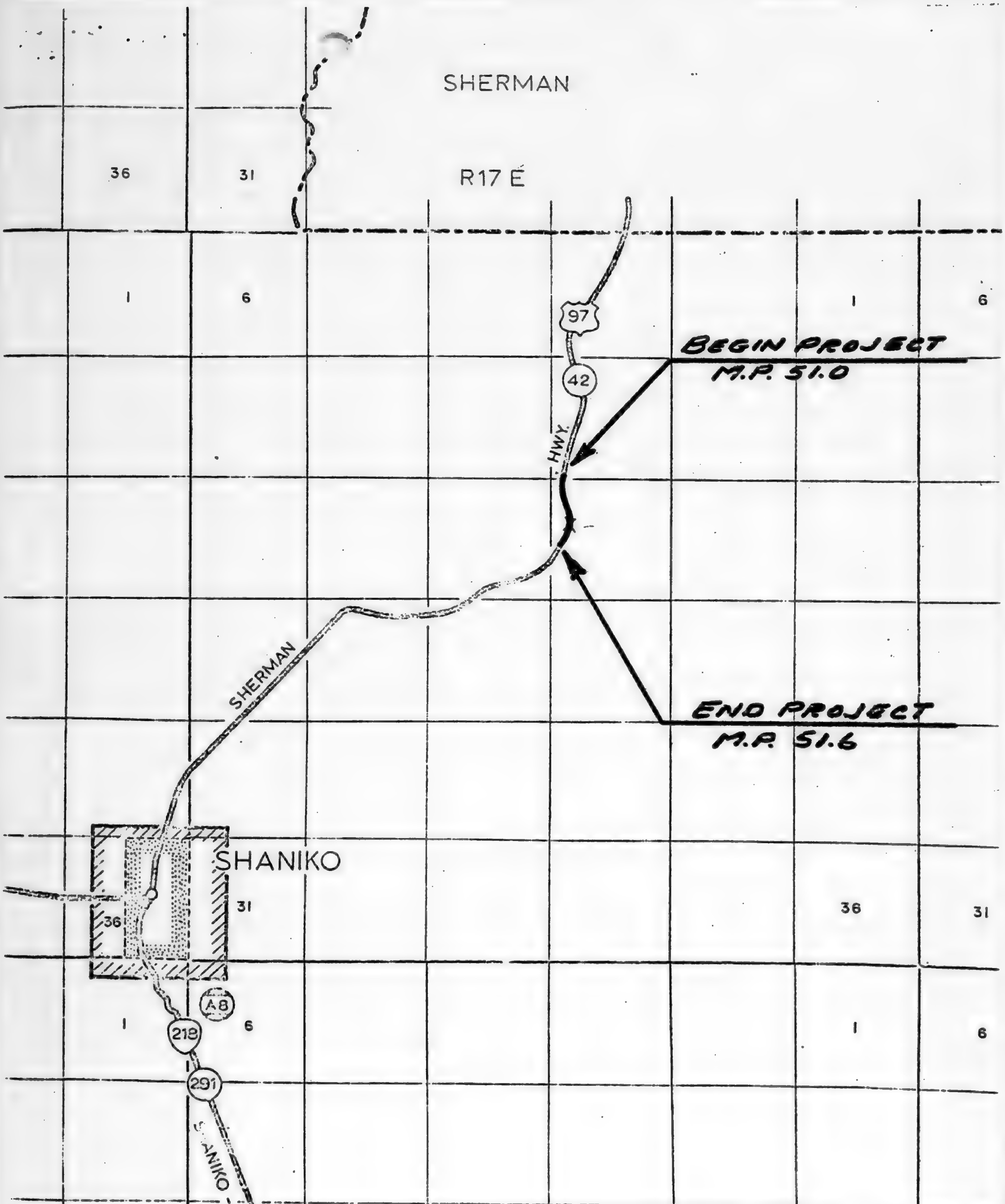
	REGION	SALEM
PRELIMINARY ENGINEERING	10,000.	14.500
RIGHT OF WAY	1,000.	
TRAFFIC CONTROL	27,000.	30.000
ILLUMINATION	--	
STRUCTURES	--	
RAILROAD	--	
ROADWAY	274,000.	
OTHER Sanding Material (Maintenance Cost)	32,500.	
ENGINEERING & CONTINGENCIES 40%	133,800.	
PROJECT TOTAL	$ 478,300.	485.800

SUBMITTED BY
Region Federal Aid Engineer

TYPICAL SECTION


℄
24'
24'
8'
16'
16'
8'
PENETRATION OILMAT
VAR.
VAR.
STONE BASE
16" NOM. THKNS.
LEVELLING COURSE
2" NOM. THKNS.
INCL. BINDER

KELSAY SPRINGS SECT.
M.P. 51.0-51.6
SHERMAN HWY.
WASCO COUNTY
AUG. 1981

SHERMAN
R17 E
36
31
1
6
97
42
HWY.
BEGIN PROJECT
M.P. 51.0
END PROJECT
M.P. 51.6
SHERMAN
SHANIKO
36
31
A8
218
291
SHANIKO
1
6
1
6
36
31
1
6

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 5

September 18, 1981

TO: Executive Department
Federal Aid Coordination Unit

Mid-Columbia Economic Development Dist.
Wasco County Courthouse, Annex B
The Dalles, OR 97058

D E Swan

FROM: D. E. Swan
Operation Programming Engineer

SUBJECT: Notice of Intent for Federal Aid Funds
State Admin. Dist. No. 9
Section: Kelsay Springs Section
Highway: Sherman Highway US-97
County: Wasco

NOTED
H.S. COULTER

In accordance with Executive Memorandum 02-270-20, attached are copies of the Notices of Intent for the subject project.

Early programming of this project for advance planning in anticipation of future construction is necessary; therefore, your prompt attention to this proposal will be appreciated.

Allowing time for your review, we estimate the date of filing for federal aid funds on this project to be October 19, 1981.

BLG:bke
Attachments
cc: D.E. Wilken, FHWA
H.S. Coulter ✓
F.E. Terpin
J.B. Boyd (2)
J.H. Versteeg(3)
Gary Potter

W.J. Hart
Reg. 4 Engr.: D.D. Allen
Dis. 9 Engr.: R.S. Hawkins
Aeronautics Division
David Powers, Parks
B.L. Gifford

RECEIVED
STATE HWY ENGR
SEP 21 '81
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Form 734-3122

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

NOTIFICATION OF INTENT TO APPLY FOR FEDERAL AID

For Internal Use Only	1-8] PNRS #	Page One

02	12] APPLICANT [45 Department of Transportation	46] DIVISION [79 Highway		
03	12] APPLICANT ADDRESS STREET [45 O'DOT Building	46] CITY [60 Salem	76] ZIP [80 97310	
04	12] CONTACT PERSON [45 D.E. Swan	46] AREA CODE [48 503	49] PHONE [55 378	56] EXTENSION [59 6563
01	12] PROJECT TITLE [71 Kelsay Springs Section			
11	12] PROJECT LOCATION—CITY Sherman Highway US-97	PROJECT LOCATION—COUNTY Wasco	PROJECT LOCATION SEC: T: R:	

SUMMARY PROJECT DESCRIPTION (ATTACH SUPPORTING DOCUMENTS AS NECESSARY—SEE INSTRUCTIONS ON BACK)

05 [71

06 12] The project would widen and realign a 0.61 mile section of highway. The new [71

07 12] alignment is intended to improve safety by reducing the severity of curves and [71

08 12] providing wider lane width. [71

09 12] [71

10 12]

	AMOUNT REQUESTED—FEDERAL FUNDS		NON-FEDERAL MATCHING FUNDS		OTHER	TOTAL
12	12] (A) Grant [19	20] (B) Other [27	28] (C) State [35	36] (D) Local [43	44] (E) FUNDS [51	52] (F) FUNDS [60
	430,000	----	48,000	----	----	478,000

13	12] TYPE OF OTHER FEDERAL FUNDS (See 12B) [45	46] TYPE OF OTHER NON-FEDERAL FUNDS (See 12E) [79
14	12] FEDERAL PROGRAM TITLE [71 Title 23 USC Highways	
15	12] FEDERAL AGENCY NAME [45 U. S. Department of Transportation	46] FEDERAL SUB-AGENCY NAME [79 FHWA

17 **(A) TYPE OF APPLICANT:** (Check (X) the single most applicable box)

STATE ☒ 12 | INTER-STATE ☐ 13 | COUNTY ☐ 14 | CITY ☐ 15 | SCHOOL DISTRICT ☐ 16 | SPECIAL DISTRICT ☐ 17 | COMMUNITY ACTION ☐ 18 | SPONSORED ORGANIZATION ☐ 19 | OTHER ☐ 20

(B) TYPE OF ACTION: (Check (X) as many boxes as apply to this action)

NEW GRANT ☒ 21 | CONT. GRANT ☐ 22 | SUPPL'T GRANT ☐ 23 | INCREASE DURATION ☐ 24 | DECREASE DURATION ☐ 25 | CANCELLATION ☐ 26 | INCREASE DOLLARS ☐ 27 | DECREASE DOLLARS ☐ 28

(C) HAS DISTRICT CLEARINGHOUSE BEEN NOTIFIED? Yes ☒ 29 No ☐ 30 Date: Sept. 18, 1981	(D) REVIEW REQUIRED by A-95 Yes ☒ 31 No ☐ 32	(E) ENVIRONMENTAL IMPACT Yes ☐ 33 No ☒ 34	(F) HOUSING RELOCATION REQUIRED Yes ☐ 35 No ☒ 36

(G) ESTIMATED APPLICATION FILING DATE:	41] MONTH [42 Oct.	43] DAY [44 19	45] YEAR [46 1981

ADDITIONAL INFORMATION—ALL APPLICANTS

I. A. Is the project consistent with the city or county comprehensive plan, zoning and subdivision ordinance? No ☐ Yes ☒

I. B. Is the proposal consistent with statewide land use goals? No ☐ Yes ☒

I. C. Is the proposal consistent with state and regional plans? No ☐ Yes ☒

II. Will the project have an impact on a neighboring jurisdiction? No ☒ Yes ☐

If so, is the project consistent with the comprehensive plan for that jurisdiction? No ☐ Yes ☐

III. Explain deviations if any, from pertinent plans.

IV. Federal Catalog number (or Public Law no. and title) 20.205 Highway Planning & Construction

V. Has funding agency been notified? No ☐ Yes ☒ Date: Sept. 18, 1981

VI. If project includes state funds (12C), identify agency Highway

STATE AGENCIES ONLY

VIII. (a) IS PROGRAM BUDGETED ☐ NON-BUDGETED ☐

(b) STATE SHARE

GENERAL FUND CASH	OTHER FUND CASH	IN KIND
$	$	$

(c) FUNDING METHOD

	FEDERAL SHARE		STATE SHARE		TOTAL	
First Year	%	$	%	$	%	$
Second Year	%	$	%	$	%	$
Third Year	%	$	%	$	%	$

(d) WILL PROGRAM REQUIRE HIRING OF NEW STATE EMPLOYEES? No ☐ Yes ☐ Number

(e) Will accounting for this grant be administered by the Executive Dept. Accounting Division? Yes ☐ No ☐

PLEASE ATTACH ANY ADDITIONAL NARRATIVE OR REMARKS

This is a Category 2 Project of Categorical Exclusion according to the new environmental quality guidelines.

F-12(-)

OREGON STATE HIGHWAY DIVISION
PROJECT CLASSIFICATION

A. Project Identification:

Date August 26, 1981
Section Kelsay Springs
City --
Hwy. No. 42
Highway Sherman
Begin M.P. 51.0
Length 51.61
County Wasco
Program Estimate $436,000
Region IV
Funding Source FAP
(Attach Project Location Map)

B. Purpose, Need, and Description of Project (Describe Alternatives):

The project would widen and realign a 0.61 mile section of highway. The new alignment is intended to improve safety by reducing the severity of curves and providing wider lane width. Vehicles, especially large trucks, have been observed swinging wide on curves and using portions of the opposing travel lane. Reducing horizontal curvature and increasing the pavement width should eliminate these occurrences and reduce the potential for traffic accidents.

C. Recommended Project Classification:

	Project Class	Documentation
☐	I	Draft and Final EIS
☒	II	Categorical Exclusion
☐	III	Environmental Assessment

Other Documentation:

- ☐ Wetlands Finding
- ☒ Cultural Resource Survey
- ☐ Section 106 Procedures
- ☐ Noise Study Report
- ☐ Indirect Source Construction Permit
- ☐ Section 4(f) Determination

Basis for Recommended Classification:

The proposal involves widening the existing roadway by less than one lane width and consequently additional right-of-way requirements are minor. Project impacts are limited to construction-related disturbances, improved traffic safety and conversion of private land to public use; these impacts are minor.

D. Descriptions:

Descriptions	Existing Facility	Proposed Facility
Number of Traffic Lanes	2 - 10'	2 - 10'
Median (Yes/No)	No	No
Shoulders (Yes/No, Paved/Gravel)	Yes - paved	Yes - paved
Average Daily Traffic (Volume and Year)	850 - 1979	
Alignment (New, Combined, Existing)		New
Speeds (Posted and Estimated)	55	55

(12-15-80)

E. Preliminary Identification of Environmental Impacts:

1. Estimated Right-of-Way Impacts:

Acres	4.14
Estimated Number of Parcels	2 (1 owner)
Residential Relocation (No.)	none
Business Relocation (No.)	none

Describe:

3.31 acres are on rocky hillside with sagebrush, east of highway, 0.83 acres of meadow west of highway.

2. Estimated Impact on Land Use:

The loss of 0.83 acres of meadow land.

3. Estimated Impact on Traffic Volumes, Flow, Patterns, and Safety:

Safety will be enhanced.

4. Estimated Impact on Rivers, Streams, Wetlands, Rare or Endangered Species or Other Natural Ecological Resources:

No impact on streams, wetlands, or river.
No other impacts apparent - must study to confirm.

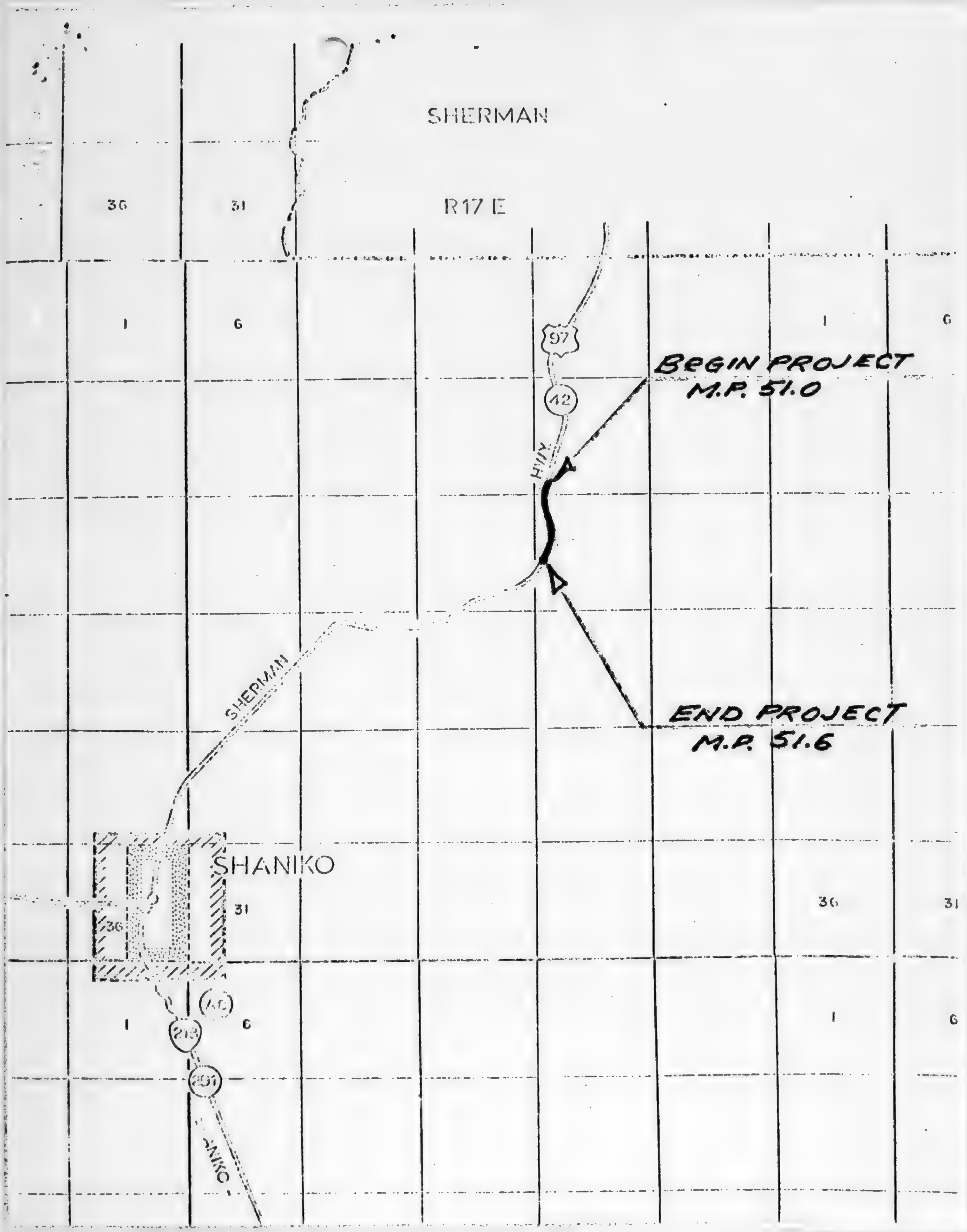
5. Estimated Impact on Parks, Historic Properties, or Other Cultural or Scenic Resources:

No impact on parks. No other impacts apparent, but due to the presence of springs, a cultural survey is recommended.

6. Preliminary Identification of Areas of Critical Concern and Controversial Issues:

None identified.

Name of Preparer and Phone Number: John Hagedorn (388-6185)


SHERMAN
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END PROJECT
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U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project F-12(-)
Kelsay Springs, Sherman Highway
Wasco County

Date: September 14, 1981

From: Division Administrator

Reply to Attn. of: HFO.4/5-OR

To: Mr. G. A. Potter, Manager, Environmental Section, ODOT

The subject project category request submitted with your August 26, 1981 letter has been reviewed. We concur with your opinion that the project is appropriately classified as Class II, Categorical Exclusion, according to the new Council on Environmental Quality guidelines.

Original Signed By
Richard R. Arnold

Dale E. Wilken

cc:
✓OSHD (E S Hunter, Tech Svcs)
OSHD (Region IV, Env)

NOTED
E. S. HUNTE

RECEIVED
TECHNICAL SERVICES
SEP 16 '81
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

1983 Boeckman Cr. Br. Sec. of 9591
Wilsonville Rd.
(Grading, paving & structure)

jc cc: OSHD (L. W. Rulien)

9591

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

STATE COPY

REGION NO. 10	REPORT NO. 1	COUNTY Clackamas	DIVISION Oregon
DATE OF REPORT May 21, 1987	REPORT MADE BY C. O. Fredrickson, Construction Engineer		PROJECT NO. RS-A619(2)
COMPLETION DATE (Actual) October 10, 1984	ACCEPTANCE DATE BY CONRTACT AGENCY April 1, 1986	TIME ELAPSED 100 %	CONTRACT TIME 507 CD

LOCATION

Boeckman Bridge Section of FAS Route A619.

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

G

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JUN 1'87
REFER TO
Fredrickson
Info | Inves | R/D | | Sign | Act | File

1. Description of Improvement as Programed:
   - A. Construction of roadbed subgrade aggregate base and asphalt concrete pavement.
   - B. Construction of retaining walls.
   - C. Construction of Bridge No. 16627 over Boeckman Creek. Length: 247 feet. Roadway Width: 46 feet.
   - D. Furnishing and planting shrubs and trees.
   - E. Performance of such additional and incidental work as is called for by the specifications and plans.
2. Contractor's Name: Marion Construction Co., Inc.
3. Contract Amount: $997,708.47
4. CERTIFICATION: I certify that the above listed project was completed as programed and in accordance with the procedures and standards contained in the State's approved Certification Acceptance Agreement. Final acceptance by the Federal Highway Administration is requested.

Signature (SHD Official) C. O. Fredrickson

Title Construction Engineer

ACCEPTANCE OF PROJECT IS RECOMMENDED	ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION
SIGNATURE William H. Kappus	SIGNATURE
TITLE Area Engineer DATE 5/27/87	TITLE District Engineer DATE 5/28/87

FORM FHWA 1446B PREVIOUS EDITIONS MAY BE USED.
(Rev. 2-84)

May 21, 1986

CON 5 - #9591

U. S. Fidelity & Guaranty Co.
100 West Harrison Plaza
North Tower, Suite 300
P.O. Box C19104
Seattle, WA 98109

Attention: Betty Fox

On April 14, 1986, we wrote to you concerning release of final payment on Contract 9591 awarded to Marion Construction Co., Inc. for work on the Boeckman Creek Bridge Section of FAS Route A619 in Clackamas County.

Final payment on this contract is $403.92 and the total contract amount is $997,708.47 including $51,737.29 for work performed under force account.

Robert W. Gormsen
COMMISSION SERVICES

cgc

cc: Marion Construction Co., Inc.
P.O. Box 12218
Salem, OR 97309

bc: C. O. Fredrickson
Walt Hart
E. L. Hardt

STATE OF OREGON
Highway Construction 378-6318

INTEROFFICE MEMO

TO: Al Harwood
Metro/Region Operations Engineer

DATE: July 30, 1985

ORIGINAL SIGNED BY
C. O. FREDRICKSON

FROM: C. O. Fredrickson
Construction Engineer

SUBJECT: Boeckman Creek Bridge
Contract 9591

No.

The "Final Material Review Report" on this project disappoints me. As a minimum, I believe you should:

1. Formally bring the quality records to the attention of those agencies other than FHWA and OSHD participating in the project costs.

2. Require:

   a) Price Agreement on Bid Item #35.

   b) Certifications for Price Agreement #14.

   c) Documentation on the local weather conditions relative to the specifications on the days paving was performed.

   d) Resolution of the use of failing qualifying material incorporated into Bid Items #37 and #38.

I will have final payment withheld until you do so. There are other indicated material record problems on this project which you may want to follow up to assure a better record of what was incorporated.

GW:mk

cc: W. E. Schwartz
Jack Sullivan
Dave Glenn
Bruce Walton - TAA

07302M

NOTED
W. E. SCHWARTZ

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STATE HWY ENGR
AUG -1 '85
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

81-125-1307

1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO

July 8, 1985

Daniel Potter, City Administrator
City of Wilsonville
P.O. Box 220
Wilsonville, OR 97070

NOTED
H. S. COULTER

Subject: Withdrawal of Advance Deposit
Boeckman Road Bridge Section
Project No. RS-A619(2)

Dear Mr. Potter:

This will acknowledge receipt of your June 20, 1985 letter relating to funds for the subject project that were withdrawn from the Local Government Investment Pool.

Since receipt of your letter we have reviewed the project costs in detail relative to your balance in the project account. Our figures are as follows:

Total Project Cost to Date	$1,112,736
Estimated remaining costs:	
Contractor Payments	6,500
Highway Division Administration	500
Estimated Total Project Cost	$1,119,736
Less Federal Funds (limited)	(440,000)
Less State Funds	(29,489)
City's Share	650,247
Less City's Share Paid to Date	(644,477)
Estimated Surplus City Funds	$ 5,770

Based on the above figures and the estimated remaining cost to complete the project there appears to be adequate funds in the account to cover the remaining project costs. We therefore see no need for you to return the withdrawn funds to the Local Government Investment Pool.

RECEIVED
STATE HWY ENGR
JUL 10 '85
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Form 734-3122

We were quite concerned however with your recent withdrawal of funds from the Local Government Investment Pool, earmarked for the subject project because it was in violation of our agreement. In the future if you feel it necessary to take such action, please contact us and we will be happy to work with you.

Very truly yours,

ORIGINAL SIGNED BY
GARY A. POTTER

Gary A. Potter, Manager
Program Section

MKS/DLT/DNH:me

cc: Vern Skoog
Jack Sollis
Bill Rutherford, State Treasurer
Local Government Investment Pool

bc: ✓H. S. Coulter
R. N. Bothman
Ed Hardt
W. Schulte
W. Kurth
Local Programs

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO

June 7, 1985

Daniel Potter, City Administrator
City of Wilsonville
P.O. Box 220
Wilsonville, OR 97070

Subject: Withdrawal of Advance Deposits
Boeckman Road Bridge Section
Project No. RS-A619(2)

The City of Wilsonville recently withdrew deposits from the Local Government Investment Pool earmarked for the subject project. This is in violation of our Agreement No. 7530 and the Limited Power of Attorney, signed by Mayor William G. Lowrie and City Recorder Deanna J. Thom. Highway Division officials only are authorized to negotiate warrants for use of these funds.

In recent telephone conversation your Public Works Director, Larry Blanchard, he indicated the City believes the project is complete and there will be no future charges to the account. This is not true. Even though construction is complete it will be some time before all charges are identified and final payments are made on the project.

Please return the remaining funds earmarked for this project so final payments can be made in a timely manner.

Very truly yours,

ORIGINAL SIGNED BY
GARY A. POTTER

Gary A. Potter, Manager
Program Section

R. N. BOTHMAN

MKS/DLT:me
bcc: H.S. Coulter
✓R.N. Bothman
E.L. Hardt
Vern Skoog
Wayne Schulte
Jack Sollis
Winston Kurth
Local Programs
Bill Rutherford, State Treasurer

RECEIVED
STATE HWY ENGR
JUN 7 '85
REFER TO

FOR

Info	Recs	R/D	D/R	Sign	Act	File

Form 734-3122

ATE COPY

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NUMBER 2 120 PROJECT REPORT NUMBER MODIFICATION NUMBER 2	U.S. Department of Transportation **Federal Highway Administration** **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	Form Approved; O M B No. 04-R2089 State Oregon County Clackamas Project Number RS-A619(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 17, 1983, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 480,000	$ 493,161
Federal funds	$ 423,264	$ 434,869
Other revisions		

This modification is made for the following reasons:

To include construction cost increase.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 11 th day of February, 1985.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon February 7, 1985

Federal-Aid Project No. RS-A619(2)

Boeckman Creek Bridge Section
Clackamas County Road

REVISED PROJECT AGREEMENT ESTIMATE

Type Code 1000
Roadway (Sta. 17+75 to Sta. 36+69.5)(Sta. 38+70 to Sta. 42+22)

Subtotal from Estimate of October 8, 1984	$ 421,729.05
Additional Item: Remobolize Pile Driving Equipment (FA #2)	13,161.72
Subtotal	$ 434,890.77
Engineering	58,270.23
Total	$ 493,161.00

Length of Roadway ----------- 0.379 mi.
Length of No Work Section --- 0.038 mi.
Length of Structure --------- 0.047 mi.
Total Length ---------------- 0.464 mi.

Cost of Roadway Per Mile	$1,301,216.36

Federal Funds (88.18%)	$ 434,869.00
State Funds	29,146.00
County Funds	29,146.00
Total	$ 493,161.00

Group 1: 41%; Group 8: 00%; Group 9: 59%
Contract No. 9501
Prefix: 503-1904 (PE)
Prefix: 503-1043 (Const.)

WH:me

9.591

t

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 10-126		State Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 10-12-84	County Clackamas
MODIFICATION NUMBER 1		Project Number RS-A619(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 17, 1983, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 395,738.00	$ 480,000.00
Federal funds	$ 348,961.00	$ 423,264.00
Other revisions		

This modification is made for the following reasons: to include increases in construction and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 12th day of October, 1984.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Gary C Potter

Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON OCTOBER 8, 1984

FEDERAL AID PROJECT NO. RS-A619(2)

BOECKMAN CREEK BRIDGE SECTION
CLACKAMAS COUNTY ROAD

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE I000
ROADWAY (STA. 17+75 to STA. 36+69.5)
(STA. 38+70 to STA. 42+22)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
1"-0 Aggregate Base (PA #2)	$ 7.00	---	$ ---	8,300	$59,760.00
Reinforcement (PA #7)	0.279	---	---	47,674	13,301.05
				Subtotal	$ 73,061.05

Increase	$ 73,061.05
Subtotal from Estimate of March 1, 1983	348,668.00
Subtotal	$ 421,729.05
Engineering	58,270.95
Total	$ 480,000.00

Length of Roadway	0.379 mi.
Length of No Work Section	0.038 mi.
Length of Structure	0.047 mi.
Total Length	0.464 mi.
Cost of Roadway Per Mile	$1,266,490.77

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
Roadway	$ 480,000.00	$ 423,264.00	$ 28,368.00	$ 28,368.00

Group 1: 41; Group 8: 00%; Group 9: 59%
Contract No. 9~~8~~581
Prefix: 503-1904 (PE)
Prefix: 503-1043 (Const.)
WH:bkb

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 3 177	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State Oregon County Clackamas Project No. RS-A619(2)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Boeckman Creek Bridge Section

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	8-4-82	0.46
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS PRO RATA 88.18%
$ 395,738.00	$ 348,961.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION *(Official name of Highway Agency)*	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION
By	
Acting Program Section Manager *(Title)*	
XXX By For: H.S. Coulter, P.E.	By *(Division Administrator)*
State Highway Engineer *(Title)*	For: Dale E. Wilken
By	Date executed by Division Administrator MAR 17 1983
(Title)	

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon March 1, 1983

Federal-Aid Project
No. RS-A619(2)

Boeckman Creek Bridge Section
Wilsonville Rd. in Clackamas County

PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (Sta. 17+75 to Sta. 36+69.5)(Sta. 38+70 to Sta. 42+22)

Mobilization	(50 %)	All Required	$ 15,000.00
Temporary Protection and Direction of Traffic	(50 %)	All Required	250.00
Flagmen	500 Hour	16.00	8,000.00
Clearing and Grubbing		All Required	15,000.00
Removal of Structures and Obstructions		All Required	2,000.00
General Excavation	25,500 Cu. Yd.	2.25	57,375.00
Trench Excavation	610 Lin. Ft.	2.00	1,220.00
General Backfill	220 Lin. Ft.	1.00	220.00
Rock Backfill	390 Lin. Ft.	3.00	1,170.00
1 1/2"-0 Aggregate Base	6,925 Ton	7.20	49,860.00
3/4"-0 Aggregate Base	1,375 Ton	9.00	12,375.00
Class "C" Asphalt Concrete	2,200 Ton	28.30	62,260.00
12-inch Culvert Pipe	295 Lin. Ft.	6.00	1,770.00
12-inch Culvert Pipe	315 Lin. Ft.	6.00	1,890.00
Bedding Material	560 Lin. Ft.	1.50	840.00
Concrete Manholes	1 Each	750.00	750.00
Concrete Inlets, Type G-1	5 Each	500.00	2,500.00
3-inch Drain Pipe	157 Lin. Ft.	3.00	471.00
4-inch Drain Pipe	306 Lin. Ft.	3.00	918.00
3-inch Unperforated	48 Lin. Ft.	3.00	144.00
Guardrail, Type 2A	550 Lin. Ft.	10.00	5,500.00
Guardrail, Type 3	100 Lin. Ft.	20.00	2,000.00
Guardrail Anchors, Type 1	6 Each	300.00	1,800.00
Rail End Pieces, Type C	6 Each	80.00	480.00
Concrete Curbs	2,850 Lin. Ft.	4.00	11,400.00
Barricades	2 Each	300.00	600.00
Roadside Seeding and Mulching	1.3 Acre	1,000.00	1,300.00
Furnishing and Planting Trees	19 Each	40.00	760.00
Furnishing and Planting Shrubs	59 Each	10.00	590.00
Bark Mulch	3 Unit	100.00	300.00
Shoring, Cribbing, Etc.	(25 %)	All Required	750.00
Structure Excavation	600 Cu. Yd.	9.00	5,400.00
Special Wall Backfill	220 Cu. Yd.	12.00	2,640.00
Concrete in Retaining			

Walls	500 Cu. Yd.	12[illegible].00	62,500.00
Reinforcement in Retaining Walls	42,000 Lbs.	.35	14,700.00
Pipe Handrail	99 Lin. Ft.	15.00	1,485.00
			$ 346,218.00

Anticipated Items

Permanent Pavement Striping		$ 2,350.00
Temporary Erosion Control		100.00
		$ 2,450.00
	Subtotal	$ 348,668.00
	Engineering	47,070.00
	Total	$ 395,738.00

Length of Roadway ---------------- 0.379
Length of No Work Section--------- 0.038
Length of Structure -------------- 0.047
Total Length 0.464

Cost of Roadway Per Mile ---------$1,044,163

SUMMARY OF FUNDS (88.18%)

Description	Total Cost	Federal Funds	State Funds	County Funds
Roadway	$395,738	$348,961	$23,388	$23,389

Group 1 41%; Group 8 00%; Group 9 59%
Contract No. 9591
Prefix: 503-1904 (PE)
Prefix: 503-1043 (Const.)

Boeckman Creek Bridge
Nonparticipating, Bridge #16627 (Sta. 23+15 to Sta. 25+62)

Mobilization	(50 %)	All Required	$	15,000.00
Temporary Protection and Direction of Traffic	(50 %)	All Required		250.00
Shoring, Cribbing, Etc.	(75 %)	All Required		2,250.00
Structure Excavation	215 Cu. Yd.	9.00		1,935.00
Furnish Pile Driving Equipment		All Required		7,000.00
Furnish Cast-in-Place Piling	1,254 Lin. Ft.	10.00		12,540.00
Drive Steel Pile Shells	1,254 Lin. Ft.	8.00		10,032.00
Structural Concrete, Class 3300 (410 C.Y.)		All Required		90,000.00
Structural Concrete, Class 4,000 (310 C.Y.)		All Required		72,000.00
45'/50' Type III Prestressed Beams	6 Each	2,900.00		17,400.00
65'/70' Type III Prestressed Beams	18 Each	4,000.00		72,000.00
Reinforcement (161,500 lbs.)		All Required		45,000.00
Two Tube Steel Railing	492 Lin. Ft.	34.00		16,728.00
Pipe Handrail	99 Lin. Ft.	15.00		1,485.00
		Subtotal	$	362,135.00
		Engineering		48,888.00
		Total	$	411,023.00

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Boeckman Creek Bridge Section

WEEK ENDING: Oct 13, 1984

SECTION PREFIX: 503-1093

HIGHWAY: Wilsonville Rd

COUNTY: Clackamas

NAME OF JOB:

KIND OF WORK: Grading, Paving & Structural

CONTRACTOR: Marion Const.

CONTRACT NUMBER: 9591

FEDERAL AID PROJECT NUMBER: RS A 619(2)

DATE OF CONTRACT: March 22, 1983

DATE WORK STARTED: April 5, 1983

ESTIMATED COMPLETION DATE: Oct 84

AVERAGE FORCE ON PROJECT FOR THE WEEK:

MEN: 2 SUPERVISION: 1

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS: 465

CALENDAR DAYS USED: 507

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 100%

PROJECT AUTHORIZATION: $ 1,028,261.19

EXCLUSIVE OF ENGINEERING: $ 946,740.98

ENGINEERING AUTHORIZATION: $ 81,520.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST:

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 995,685.76

ENGINEERING COST TO DATE: $ 75,000.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION:

ESTIMATED PERCENT: OVERRUN UNDERRUN . . . . 5 %

PERCENT OF AUTHORIZATION . . . . 92 %

DATE PROJECT WAS COMPLETED: 10-10-84

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
100%	100%	100%	100%	100%			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	16627							
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Sunny			
MONDAY	Rain			
TUESDAY	Cloudy			
WEDNESDAY	Rain			
THURSDAY				
FRIDAY				
SATURDAY				

CE ..... CAE ..... RECEIVED ..... TO .....
COE ..... CM .....
CA ..... SA ..... CC .....
CA ..... OCT 1 1984 FE .....
CP ..... MA ✓
CONSTRUCTION OCS .....
EEO ..... SECTION FILE .....

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	NO WORK
MONDAY	NO WORK
TUESDAY	TELEPHONE CO. MOVED TELEPHONE LINE IN THE WAY GUARDRAIL POST INSTALLATION MACHINE. SUB-CONTRACTOR PACIFIC N.W. GUARDRAIL INSTALLED THE REMAINING POSTS.
WEDNESDAY	PACIFIC N.W. GUARDRAIL THE GUARDRAIL END PIECES AND ANCHORS. JOB COMPLETE EXCEPT FOR PUNCHLIST ITEMS (2ND NOTIFICATION)
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

SIGNED Tom Sisul LOCATION WESTECH

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP-F216

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

RECEIVED
DOT DIRECTOR
In Reply Refer to
File No.: AUG 13 '84
CON 5
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

DATE: August 8, 1984

TO: Oregon Transportation Commission

H S Coulter

FROM: H. S. Coulter, P.E., P.L.S.
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Boeckman Creek Bridge Section
FAS A-619 (Wilsonville Road) Highway, Clackamas County
Contract No. 9591

This federal aid project is approximately 84 percent finished with completion anticipated later this month. It now appears that the final cost will exceed the project authorization by $96,400.00 or 9.4 percent. The project authorization was increased by Commission action at the meeting of December 20, 1983, based on foundation problems encountered in excavating for a retaining wall footing, and the addition of one span to the structure.

Extension of road improvements at the westerly end of the project to include the Wilsonville Center entryway and the Town Center Loop East was done at the request of the City of Wilsonville. This was negotiated with the contractor on behalf of the city and added nearly $79,800 to the cost of the project. These funds will all be recovered from the City of Wilsonville.

Foundation conditions encountered at the support for the added span varied from what had been anticipated, necessitating additional piling lengths and associated increased costs exceeding $12,200.

The contractor had performed some of the preparatory work for construction of a retaining wall and had obtained some of the materials for that wall before the wall was deleted from the contract in favor of the added span on the bridge. Reimbursement of the contractor for these expenses added more than $5,000 to the cost of the project.

There are sufficient funds available in the category of work and a portion of the increase is eligible for federal participation. Excess above federal funding is recoverable from the City of Wilsonville.

I recommend that the authorization be increased by $96,400.00 to a new total of $1,124,661.41. This matter will be on the consent calendar for the August 21 meeting.

cc: Fred Miller
R. W. Gormsen
C. O. Fredrickson
V. E. Skoog
E. L. Hardt
George Bell

FRED MILLER

9

STATE OF OREGON **INTEROFFICE MEMO**

Highway Construction 378-6318 FILE: CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: August 8, 1984

O. B. Jackmond

FROM: O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Boeckman Creek Bridge Section
FAS A-619 (Wilsonville Road) Highway, Clackamas County
Contract No. 9591

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There are sufficient funds available in the category of work and a portion of the increase is eligible for federal participation. Excess above federal funding is recoverable from the City of Wilsonville.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $96,400.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

NOTED
W. E. Schwartz

O.K. - WES

OBJ:HHP:mk

Attach.

cc: E. L. Hardt
Tom Sisul
Mike Smith
B. M. Walton
W. F. Cobine

RECEIVED
ST. HWY. ENG.
AUG 9 '84
REFER TO
FOR
Info Inves R/D D/R Sign Act File

81-123-1387

Contains Recycled Materials

August 1, 1984

CON

Marion Construction Co.
P.O. Box 12218
Salem, Oregon 97309

Time Extension Request
Boeckman Creek Bridge
Contract No. 9591
FAP No. RS-A619(2)

Your request for additional contract time in which to complete the above project has been carefully reviewed. A contract time adjustment of an additional 32 calendar days is granted for the additional work required to be performed under Price Agreement No. 14.

The adjusted contract time of completion for this contract is 465 calendar days.

W. E. Schwartz
Assistant State Highway Engineer
for Operations

OBJ:mk sl

bc H. S. Coulter
C. O. Fredrickson
Al Harwood w/att.
Mike Smith w/att.
FHWA w/att.
Tom Sisul w/att.
Bruce Walton

STATE OF OREGON

INTEROFFICE MEMO

TO: MARION CRAFT
Metro Region Construction Engineer

DATE: July 12, 1984

FROM: M. B. SMITH
Metro Region Liaison Consultant

SUBJECT: Time Extension - Boeckman Creek Bridge Section
Contract 9591

Attached is "Contractor's Request for Adjustment of Contract Time", along with the Project Manager's recommendation. The contractor's request is unclear with regard to time period to complete project. The additional work per change order referred to in the contractor's request is for Price Agreement #14, which added 800 feet of roadway widening to the west end of the existing contract. This work was requested by the City of Wilsonville and was approved by the Construction office, and is non-participating.

The original contract time, including the time extension granted earlier for the delay due to the addition of an additional span on the bridge, runs out on 21 July 1984. I have reviewed the Project Manager's recommendation and concur with his estimate of 32 additional days to complete all work on the contract. This would extend the completion date to 22 August 1984.

7-25-84

W. E. Schwartz -

I concur with Region, Liaison Consultant, and Project Manager and recommend a time extension of 32 calendar days due to the added work done under P.A. 14. This time extension is granted in accord with the contract provisions and is therefore FHWA "participating" even though P.A. 14 is not.

O. B. Jackmond

MBS/cp
Attachments

CC: Bryant Jackmond with original attachments.

I agree with the Project Manager and Mike Smith's analysis to grant the 32 days due to added work under PA 14.

Marion Craft
7-16-84

RECEIVED
JUL 17 1984
CONSTRUCTION SECTION
CE ..... C/E ..... LS ..... T
SA .....
FE .....
MA ..
QCS ..
LEO ..... FILE .....

1-183-1397

93-11 CL 84-110

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
JUN 29 1984
NORMA PAULUS
SECRETARY OF STATE

June 27, 1984

IN REPLY REFER TO
FILE NO.:
CON 5
#9591

Mr. K. John Condon
Attorney at Law
1727 NW Hoyt Street
Portland, OR 97209

Dear Mr. Condon:

This will acknowledge the Notice of Claim dated June 4, 1984, from La Grand Steel Products Co., concerning the following Highway Division contract:

FILED BY:	La Grand Steel Products Co.
AMOUNT:	$3,176.31 plus interest
FOR:	Steel products
AGAINST (Prime contractor)	Marion Construction Co., Inc.
CONTRACT NO.:	9591
PROJECT:	Boeckman Creek Bridge, FAS A619, Clackamas County
SURETY:	U. S. Fidelity & Guaranty Co.
AGENT:	Leonard Adams Company

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your client's claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
JUL 6 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED ON CARD
7-9-84 kjm

cc: U. S. Fidelity & Guaranty Co.
PO Box C19104
Seattle, WA 98109

Marion Construction Co., Inc.
PO Box 12218
Salem, OR 97309

✓bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0188

K. JOHN CONDON
ATTORNEY AT LAW
BALLOW & WRIGHT BUILDING
1727 N. W. HOYT STREET
PORTLAND, OREGON 97209

June 4, 1984

To: Robert Gormsen
Department of Transportation
Commission Services Unit
Transportation Building
Salem, OR 97310

Notice hereby is given that the undersigned, La Grand Steel Products Company has a claim for steel products furnished to Jackson Marine Companies in the principal sum of $3,176.31 with interest at the rate of 1½ per cent per month until paid against the bond taken from United States Fidelity and Guaranty Co. for the work on the Boeckman Creek Bridge, State of Oregon Contract No. 9591

Very truly yours,

La Grand Steel Products Co.
P. O. Box 10800
Portland, OR 97210

By: Lloyd Holtz
Lloyd Holtz
Credit Manager

CERTIFIED
P 463 008 674
MAIL

RECEIVED
[illegible] 5 [illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

rll
4571

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. RS-A619(2)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 20003

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 6/12/84

8. FEDERAL ROUTE NUMBER Secondary A619

9. STATE ROUTE NUMBER County Road

10. GENERAL LOCATION:
Boeckman Creek Bridge Section

11. GENERAL DESCRIPTION OF WORK
Program Change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ XX OTHER *(Specify)* See Below

13. REMARKS

As requested by Mr. Potter's letter of 6/11/84 I approve the program change to extend the westerly limit of the subject project 800 feet to Engineer's station 9+75 and mileage to 0.616 with no additional federal-aid participation.

RECEIVED
STATE HWY ENGR
JUN 15 '84
REFER TO Potter
FOR

Info	Invest.	R/D	D/R	Sign	Act	File

Orig to
6/19

14. DATE 6/12/84

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

Date: June 11, 1984

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: Gary A. Potter, Manager
Program Section

Subject: Program Change
Item No. 20003
Project No. RS-A619(2)
Boeckman Creek Bridge Section
Wilsonville Road (FAS-A619)
Clackamas County

I request approval of a program change to extend the "Beginning of Project" (the westerly limit) westerly a distance of 800 feet to Engineer's Station 9+75, requiring modifications of the PR-1 form as follows:

Miles: Change to read "0.616".

The contractor has agreed to perform the additional work under "Price Agreement No. 14" for an estimated total cost of $79,780.32. This work will be non-participating with the City of Wilsonville paying 100% of the cost.

Attached for information is a copy of Mayor William G. Lowrie's letter with attachments. Also, enclosed are two copies of Price Agreement No. 14 for your approval and return of one copy.

JLG:bkb
Attachments
cc: C.O. Fredrickson
Mike Shultz w/att.
General Files

February 7, 1984

CON

Marion Construction Co.
P.O. Box 12218
Salem, OR 97309

Time Extension Request
Boeckman Creek Bridge
Contract No. 9591
FAP No. RS-A619(2)

Your second request for additional contract time in which to complete the above project has been carefully reviewed. You have requested an additional 120 calendar days of contract time due to delays caused by the added bridge span. A review of project records indicates that this delay amounted to 99 calendar days, and a contract time adjustment of an additional 99 calendar days is granted.

The adjusted contract time of completion of this project is 433 calendar days. Should you wish to review this matter further, or to submit additional data, please contact Tom Sisul of Westech Engineering, Inc., Project Manager on this project.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:cb sl

bc H. S. Coulter
C. O. Fredrickson
Al Harwood w/att.
Mike Smith w/att.
Tom Sisul w/att.
FHWA w/att.
Bob Church

WE Westech Engineering, Inc.
CONSULTING ENGINEERS AND PLANNERS

PRINCIPALS
C.H. STEKETEE, P.E.
S.A. WARD, P.E.
J.M. SCHUETTE, P.E.
S.D. DOWNS, P.E.

3421 - 25th St. S.E.
SALEM, OREGON 97302
Telephone 585-2474

January 17, 1984

Oregon State Highway Division
9002 SE McLoughlin
Milwaukie OR 97222

GM MRE OE PPM [✓ CE]
TOS RECEIVED ME
US JAN 18 1984 PDM
CSA Metro Region TAM
SD PA EM BUD LM

ATTENTION: Mike Smith

RE: Boeckman Creek Bridge Section, JO 419 R6 CM

Dear Mr. Smith:

We have received a request from Marion Construction for an extension of contract time. The Contractor has completed the appropriate form and has consent of surety. Therefore, it appears that request is ready for OSHD review. Below is our report on the matter.

We feel that Marion Construction does have a legitimate reason for requesting the time extension. There was a major delay on the project that was not the fault of the Contractor. The problems and delay revolved around a retaining wall at the west bridge end that could not be constructed due to unstable soil conditions.

Thus, the Contractor could not complete the bridge until the following things happened:

1. Possible engineering solutions were determined,
2. A politically acceptable alternative was approved by the City of Wilsonville, and
3. Approval was given by OSHD for the acceptable alternative.

Approval by OSHD was given for Price Agreement #7, which included the bulk of the new work required for the bridge, on November 21, 1983. Work on the columns and bents for the additional span began the following week. The remaining prestressed beams were to be set December 22nd and 23rd. Snow and icy road conditions that began on December 20th and lasted through the end of December, prevented the prestressed beams from being transported.

Weather conditions improved and the crane for setting the beams was moved in January 4th. The beams were set January 5th and 6th.

WATER SUPPLY AND DISTRIBUTION • FLOOD CONTROL • IRRIGATION • DAMS AND RESERVOIRS • WASTE WATER DISPOSAL
SUBDIVISIONS AND UTILITIES • STREETS AND ROADS • STRUCTURAL • SURVEYING

For the portion of the bridge not affected by the delays, the prestressed beams were set August 25 and 26, 1983. Therefore, the delay to setting the remaining prestressed beams was 133 days.

Deducted from this amount should be the 34 day extension previously granted. We do not feel that Marion Construction should lose time for the icy road conditions at the end of December. If the job had not been delayed, icy roads would not have been a factor under the original time schedule.

Noting that some of the bridge deck and concrete railing was completed this fall, the time required to complete the deck will change little though, because of:

1. The breakup in work, and time involved in getting restarted.
2. The additional time required for the new bridge span.

We expect to issue a stop work order once Marion Construction completes all bridge work. This would be in effect until weather conditions permitted grading and roadwork operations to resume.

Therefore, we recommend a time extension be granted for an additional 99 calendar days.

Very truly yours,

WESTECH ENGINEERING, INC.

Tom Sisul

Tom Sisul

1/19/84

MARION –

I HAVE REVIEWED THE ATTACHED REQUEST AND CONCUR WITH THE PROJECT MANAGER IN RECOMMENDING A 99 DAY EXTENTION.

1-31-84

W. E. Schwartz –

I concur with Region and Project Manager and recommend a time extension of 99 calendar days due to the added bridge work done.

O. B. Jadermond

STATE OF OREC N
HIGHWAY DIVISION

INTE OFFICE MEMO
PRO

TO: FILES

DATE: January 16, 1984

FROM: Gary A. Potter, Manager
Program Section

SUBJECT: Boeckman Creek Bridge Section
FAS A619
Wilsonville Road
Clackamas County

The pre-award audit evaluation has been conducted on the subject supplemental agreement which is requesting $25,400 and a six month time extension.

The pre-award audit commented that the amount of increase in fees seemed excessive and that this had been confirmed in a conversation with a Federal Highway Administration area engineer.

Upon review I find that the amount does not seem excessive for the design of the additional bridge span and the construction engineering services to be supplied for an additional six month period.

There is a moderate ($9,690) increase in their direct salary cost, a moderate ($15,394) increase in overhead costs, and no increase in the firm's net fee. Considering the length of time and services to be provided the $25,400 increase does not seem excessive and accordingly I am approving the supplemental agreement as reviewed and recommended by staff.

GAP:pf

cc: R. N. Bothman
V. E. Skoog
Mainor Holmes
Ed Marges
Ed Hardt

R. N. BOTHMAN

RECEIVED
ASST STATE HWY ENGR
JAN 16 '84
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | ct | File

81-125-1387

HHP:mk st

bc Fred D. Miller
R. W. Gormsen
Keasey

V. E. Skoog
E. L. Hardt
George Bell

1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: December 8, 1983

In Reply Refer to
File No.:

TO: Oregon Transportation Commission

CON

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Boeckman Creek Bridge Section
Wilsonville Rd. FAS A619(2) Highway, Clackamas County
Contract No. 9591

This federal-aid project is approximately 60 percent completed with a July, 1984 completion date anticipated and it now appears that the final cost will exceed the project authorization by $221,500 or 27.5 percent.

The project was designed with a retaining wall on the south side of the bridge approach embankments to avoid encroachment on private property. Right-of-way for the project was dedicated to the County by adjacent property owners.

In excavating for the wall footing at the west approach, a foundation problem was encountered. Silty material with high water content precluded conventional construction as designed. At this point three alternatives were considered in response to the problem:

1. Eliminate the wall and construct standard embankment. This alternative would require acquisition of additional right-of-way.
2. Use special construction techniques and build the wall to a modified design.
3. Eliminate the wall and embankment, and add one span to the bridge.

City of Wilsonville officials requested that the third alternative be pursued, even though it is the most expensive of the three. Federal participation will be based on the estimated cost of the embankment (Alternate No. 1) and the City has agreed to cover the remainder of the extra costs for the additional span.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $221,500 to a new total of $1,028,266.41. This matter will be on the consent calendar for the December 20 meeting.

STATE OF OREGON INTEROFFICE MEMO

Highway Construction 378-6386 CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: December 5, 1983

Duane O. Christensen

FROM: for O. B. Jackmond
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Boeckman Creek Bridge Section
Wilsonville Rd. FAS A619(2) Highway, Clackamas County
Contract No. 9591

This federal aid project is approximately 60% completed with a July, 1984 completion date anticipated and it now appears that the final cost will exceed the project authorization by $221,500.00 or 27.5 percent.

The project was designed with a retaining wall on the south side of the bridge approach embankments to avoid encroachment on private property. Right-of-way for the project was dedicated to the County by adjacent property owners.

In excavating for the wall footing at the west approach, a foundation problem was encountered. Silty material with high water content precluded conventional construction as designed. At this point three alternatives were considered in response to the problem:

1. Eliminate the wall and construct standard embankment. This alternative would require acquisition of additional right-of-way.
2. Use special construction techniques and build the wall to a modified design.
3. Eliminate the wall and embankment, and add one span to the bridge.

City of Wilsonville officials requested that the third alternative be pursued, even though it is the most expensive of the three. Federal participation will be based on the estimated cost of the embankment (Alternate No. 1) and the City has agreed to cover the remainder of the extra costs for the additional span.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $221,500.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: E. L. Hardt
R. D. Church
Tom Sisul
D. E. Swan
Mike Smith, Liaison

COM/MEM/7

OK

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STATE HWY ENGR
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FOR
Info Invest R/D D.R Sign [illegible] [illegible]

81-125-1307

7< 11

September 8, 1983

CON

Marion Construction Co., Inc.
P. O. Box 12218
Salem, OR 97309

Time Extension Request
Boeckman Creek Bridge
Contract No. 9591
FAP No. RS-A619(2)

Your request for additional contract time in which to complete the above project has been carefully reviewed. A contract time adjustment of an additional 34 calendar days is granted due to the alteration in design necessary for construction of the retaining wall west of Boeckman Creek. The adjusted contract time for completion of the project is 334 calendar days.

Should you wish to review this matter further, or to submit additional data, please contact Westech Engineering, Inc., project manager for this contract.

/s/ C. O. Fredrickson

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

NOTED
W. E. SCHWARTZ

OBJ:mk st

bc H. S. Coulter
C. T. Keasey
Al Harwood w/att.
Tom Sisul w/att.
FHWA w/att.
Bob Church

B/u 8-29-83

STATE OF OREGON

INTEROFFICE MEMO

TO: MARION CRAFT
Region Construction Engineer

DATE: August 4, 1983

FROM: M. B. SMITH
Liaison Consultant

SUBJECT: CONTRACTOR'S REQUEST FOR ADJUSTMENT OF CONTRACT TIME

Boeckman Creek Bridge
Contract No. 9591

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CONSTRUCTION SECTION
OM
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I have reviewed the attached "Contractors Request for Adjustment of Contract Time", along with the Project Managers recommendation. The contractor has asked for a time extension due to design changes for retaining wall, caused by unstable soil conditions. The Project Managers analysis appears to be a reasonable conclusion and I would concur with his recommendation of a 26 day time extension.

9-2-83

W.E. Schwartz -

I concur with Region and Proj. Mgr.. However, we should also grant the 8 calendar days required to remobilize. Therefore I recommend a time extension of 34 calendar days due to the design change made.

O. B. Jackmond

MBS/b

Attachment

CC' Bryant Jackmond - with original attachments.
I recommend the 26 day extension be approved.
Marion Craft

81-125-1367

STATE OF OREGON
HIGHWAY DIVISION - DEPARTMENT OF TRANSPORTATION

INTEROFFICE MEMO
LOC 3

TO: FILE

DATE: January 28, 1983

HS Coulter

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
January 27, 1983 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids were opened January 27, 1983 on the following projects:

1. Jenny Creek Bridge
   Green Springs Highway, Jackson County
   Grading, Paving and Structure

   Structure replacement. Six-foot shoulders on structure and approaches available for bicycle and pedestrian traffic.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

2. Second, Oak and Fifth Streets (Lebanon)
   City Streets, Linn County
   Grading and Paving

   City street improvement. Curb ramps will be installed on existing sidewalks.

3. McKay Creek (Platt) Bridge
   McKay Creek Road, Umatilla County
   Grading, Surfacing and Structure

   Twenty-four-foot aggregate approaches and a twenty-eight-foot roadway on the structure.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(b), which states, "footpaths and trails are not required to be established . . . if the cost of establishing such paths and trails would be excessively disproportionate to the need or probable use."

4. Kelsay Springs
   Sherman Highway, Wasco County
   Grading and Paving

   Twenty-foot lanes with four-foot shoulders available for bicycle and pedestrian use.

   Same as No. 1.

5. Washington County Pavement Marking
   Various Highways, Washington County

   Pedestrian and school crosswalks installed on this project.

6. Boeckman Creek Bridge
   Wilsonville Road, Clackamas County
   Grading, Paving and Structure

   Variable lane width. Future construction by other include a ten-foot bike path and a five-foot sidewalk.

7. Park Place-Newell Creek
   Cascade Highway South, Clackamas County
   Grading and Structure

   Future surfacing contract will include eight-foot shoulders for pedestrian and bicycle traffic.

   Same as No. 1.

8. SE 50th Avenue-SE 82nd Avenue
   Mt. Hood Highway, Multnomah County

   Multi-lane with sidewalk construction on existing sidewalks for bicycle and pedestran use.

HSC:RPS:ge

cc E. S. Hunter
   D. G. Talbot
   L. E. George
   F. E. Terpin
   George Bell
   Don Harwell
   D. A. Ridings

95

FAS A619N

STATE OF OREGON
Highway - Traffic

INTEROFFICE MEMO
TRA 7-5

TO: Don Adams
Final Design Engineer

DATE: August 23, 1982

FROM: L. E. George
Traffic Engineer

SUBJECT: Preliminary Plans
Boeckman Creek Bridge
FAS A619
Clackamas County

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ROAD DESIGN SECTION

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As I understand, due to a funding problem, we still have time to comment on the subject plans. We have alternate design proposals for the two new intersections located at Engineer Station 21+52 and Engineer Station C 0+76.

The design of the intersection at Engineer Station 21+52 is basically a "wide open Y" design. Apparently this intersection will have a fairly high volume of cars and trucks from the Nike plant. We propose that this intersection be redesigned as a "T" intersection with a deceleration lane for ~~west~~Eastbound traffic and no acceleration lane for the north to ~~west~~ East movement.

The intersection at C 0+76 should be redesigned to bring the "D" line into the "C" further south. As it now stands, this intersection is only 45 feet from the curb line of the "A" line.

L. E. George

L. E. GEORGE - TRAFFIC ENGINEER

DKH:klh

TO
denmeyer
ann
atson
Lou
Return Due
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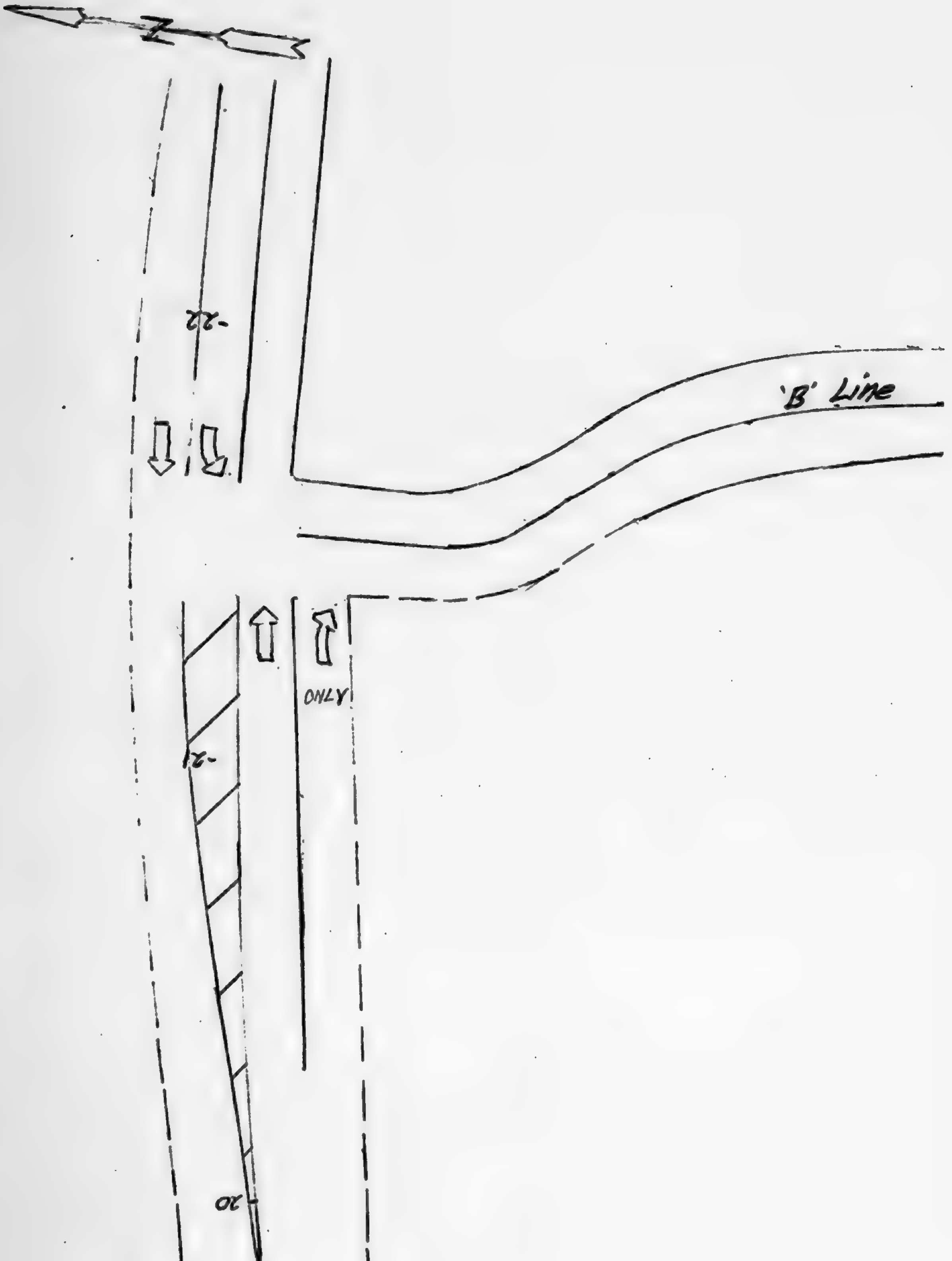
9-1-82
Traffic is contacting County on this. If Co. wants changes they will let us know & we can return plans. Otherwise go as is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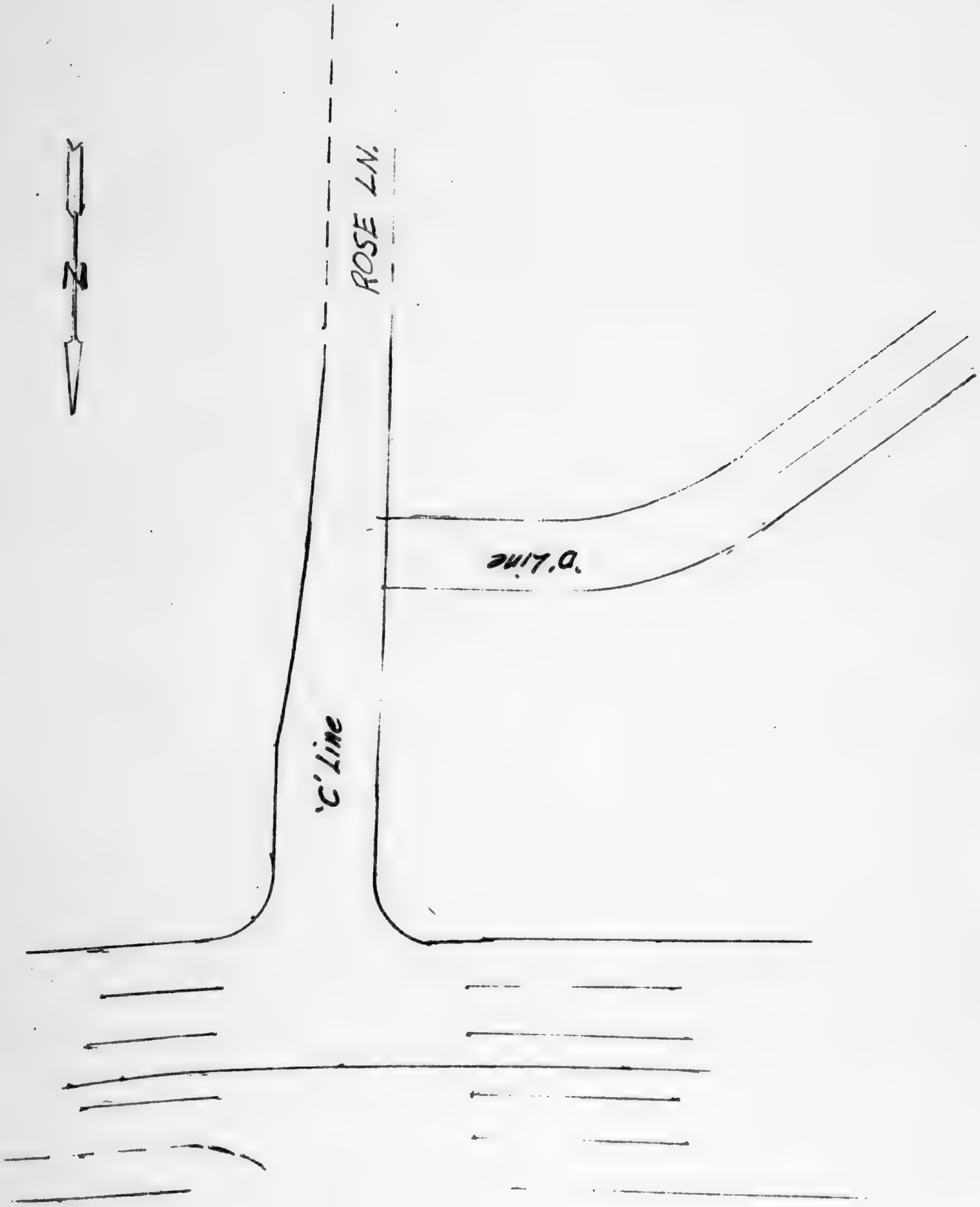
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FAS 619 N

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8354
Date: August 18, 1982

File No: 503-1904

TO: DON ADAMS Attention: Lyle Watson
Final Design Engineer

Curtis H. Duval

FROM: CURT DUVAL
Metro Location Manager

SUBJECT: Boeckman Creek Bridge Section
Wilsonville Road
City of Wilsonville
Clackamas County

As per our telephone conversation of August 17, 1982, attached is a copy of the letter from Winston Kurth, Deputy Director of the Department of Environmental Services, Clackamas County, requesting the Boeckman Creek Bridge section of the Wilsonville Road be withdrawn from the contract bid schedule due to funding problems.

pa

Attachment

1 Versteeg ✓
Anderson
2 Adams A
Olson
3 Sullivan JWS
Terpin
Trout
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RECEIVED
AUG 19 1982
ROAD DESIGN SECTION

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Bring up ___/___
Action

cc Dave Mehring
Walt. Hart
Jack Sullivan.
copies sent to those listed LW.
8-20-82

DEPARTMENT OF ENVIRONMENTAL SERVICES
COUNTY OF CLACKAMAS
STATE OF OREGON

JOHN C. McINTYRE
Director

WINSTON W. KURTH
Deputy Director

ARDIS M. STEVENSON
Assistant Director

August 17, 1982

MA PDM PDE FFM SPC
ODOT - METRO
AUG 18 1982
BM PAR PPC FILE T/A

Curt Duvall
Location Engineer
Oregon Department of Transportation
Metro Division
5821 N.E. Glisan
Portland, Oregon 97213

I have just been informed by the City of Wilsonville that the proposed warrant sale for their Local Improvement District on the Boeckman Creek Wilsonville Road project will not be occurring because of the implications of the 1½% initiative measure. I am therefore requesting that the bids for the Wilsonville Road project scheduled for the August 26th bid letting be withdrawn due to the fact of the uncertainty of funding resulting from the 1½% initiative.

The City recognizes its responsibility for the reimbursement of costs incurred in the event this project is dropped. I am assured this money will be available from the City's Systems Development Fund. I am however asking that this project be withdrawn until after the November 2nd election which will give us an opportunity to determine if we can proceed with the project.

Winston W. Kurth

Winston W. Kurth
Deputy Director

WWK:tlo

2/2

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. RS-A619(2)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 20003

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 8/4/82

8. FEDERAL ROUTE NUMBER Secondary A619

9. STATE ROUTE NUMBER County Road

10. GENERAL LOCATION:

Boeckman Creek Bridge Section

11. GENERAL DESCRIPTION OF WORK

Advertise for bids

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

I accept the certification of Mr. Rod Henry dated 7/28/82 that provisions of FHPM 7-5-1 have been complied with and you are now authorized to advertise for bids.

RECEIVED
STATE HWY ENGR
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REFER TO Moehring
FOR

Info	Inves	R/D	D.R	Sign	Act	File

Orig
8-11-82

14. DATE 8/4/82

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. RS-A619(2)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 20003

6. TO
Mr. H. S. Coulter
State Highway ENgineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 7/30/82

8. FEDERAL ROUTE NUMBER Secondary A619

9. STATE ROUTE NUMBER County Road

10. GENERAL LOCATION:
Boeckman Creek Bridge Section

11. GENERAL DESCRIPTION OF WORK
Grade, ,pave and structure

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* See below

13. REMARKS

As requested in Mr. Swan's letter of 7/28/82 you are now authorized to proceed with actions necessary to advance to completion the physical construction provided for by the above project at a total estimated cost of $1,213,500 Federal Funds $425,274 in accordance with the approved Certification Acceptance Plan. If you subsequently find that exceptions to the procedure will be needed or that your proposed design standards are lower than the minimum design as approved, this office should be notified of such proposed exceptions and reasons thereof.

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STATE HWY ENGR
AUG 4 '82
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Sign
Act
File

14. DATE 7/30/82

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hassner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9511

July 28, 1982

Clackamas County Public Works Department
902 Abernethy Road
Oregon City, OR 97045

AGR 4-2

MISC. CONTRACTS and
AGREEMENTS No. 7530

Gentlemen:

Attached for your files is a fully executed copy of a Construction-Finance Agreement, FAS-C Project, to construct the Boeckman Creek Bridge Section of Wilsonville Road.

We are retaining a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

js
Attachment

bc: Don Harwell

9-11

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

July 28, 1982

In Reply Refer to
File No.:
PRO 6-2

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Program Data Submission
Itme No. 20003
Project No. RS-A619(2)
Boeckman Creek Bridge Sec.
Clackamas County

Attached data consists of PR-1 forms with project maps.

It is the Oregon State Highway Division's present intention to receive bids for the project on September 2, 1982.

I request authorization to proceed with actions necessary to advance the physical construction provided for by the project at an estimted total cost of $1,213,500 with an obligation of $425,274 in Federal funds in accordance with the approved Certification Acceptance Plan.

A copy of the State Clearinghouse A-95 review conclusions were previously submitted.

DRH:bkc
Attachments

cc: E.L. Hardt (Metro)
Jon Rose (Metro)
Earl Mershon (Metro)
H. Reynoldson w/att.
General Files

Form 734-3122

9591

U. S. DEPARTMENT OF TRANSPOR[illegible]ION
FEDERAL HIGHWAY ADMINIS[illegible]ION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. RS-A619(1)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 20003

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 7/8/82

8. FEDERAL ROUTE NUMBER Secondary A619

9. STATE ROUTE NUMBER County Road

10. GENERAL LOCATION:

Boeckman Creek (Wilsonville Road) Bridge Section

11. GENERAL DESCRIPTION OF WORK

PS&E preparation

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☒ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION including utility preparatory work
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested by Mr. Swan's 7/20/82 letter. FONSI approved 7/8/82.

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STATE HWY ENGR
AUG 6 '82
REFER TO
FOR
Info | Inves | R/D | D.R | Sign | Act | File

Cej
8 6 82

14. DATE 7/20/82

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

75-41

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

July 20, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Preliminary Engineering (Phase 2)
Item No. 20003
Project No. RS-A619(1)
Boeckman Cr. (Wilsonville Rd.) Br. Sec.
Clackamas County

I request authorization as of July 8th to proceed with the portion of preliminary engineering, including utility preparatory work, necessary to obtain PS&E approval with no additional obligation of funds to commence this phase of work. Additional Federal funds will be requested when and if the need raises to justify an increase in preliminary engineering expenditure.

This request is based on the fact the FONSI received FHWA's approval July 8th.

JLG:bkc

cc: Ed Hardt (Metro)
Jon Rose (Metro)
Earl Mershon (Metro)
H. Reynoldson
General Files

Form 734-3122

FEDERAL HIGHWAY ADMINISTRATION

FINDING OF NO SIGNIFICANT IMPACT

For

WILSONVILLE ROAD AT BOECKMAN CREEK
Realignment and Bridge Construction

The FHWA has determined that this project will not have any significant impact on the human environment. This finding of no significant impact is based on the attached environmental assessment which has been independently evaluated by the FHWA and determined to adequately and accurately discuss the environmental isues and impacts of the proposed project.

The environmental assessment does document that noise levels at two residences would increase substantially by the year 2001. The levels, Leq 62 dBA and Leq 59 dBA, respectively, are well below the exterior design level of Leq 67 dBA. For this reason, it is concluded that the impact is not great enough to warrant the preparation of an environmental impact statement. This decision is further supported by the fact that the project is entirely consistent with the Clackamas County Comprehensive Land Use Plan and only a minor amount of right-of-way is required.

The FHWA takes full responsibility for the accuracy, scope, and content of the attached environmental assessment and is satisfied that the document contains sufficient evidence and analysis for determining that an environmental impact statement is not required.

7-8-82	Ernest J. Valach	Program Development Engr.
Date	Responsible Official	Title

REALIGNMENT & BRIDGE CONSTRUCTION
WILSONVILLE ROAD AT BOECKMAN CREEK

ENVIRONMENTAL ASSESSMENT

U.S. DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION
OREGON DEPARTMENT OF TRANSPORTATION
CLACKAMAS COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES

TABLE OF CONTENTS

PAGE

Description of the Proposed Action 1

Purpose and Need 2

Alternatives Considered. 3

Impacts 4

- Land Use. 4
- Socioeconomics. 6
- Traffic 7
- Natural Vegetation and Habitat. 8
- Soils 9
- Hydrology 10
- Air Quality 11
- Noise 11
- Cultural Resources. 14
- Utilities 14

Comments and Coordination. 14

Appendices

A) Acquiring Land for Highways and Public Projects

B) LCDC Goals Compliance Review

C) Correspondence

LIST OF TABLES

TABLE NUMBER	TITLE	PAGE
1	Average Daily Traffic and Roadway Capacity. . . .	8
2	Predicted Traffic Noise Levels.	12

LIST OF FIGURES

FIGURE NUMBER	TITLE
1	Project Location
2	Proposed Project Limits
3	Proposed Improvements Overall Plan
4	Typical Section
5	Land Use Map

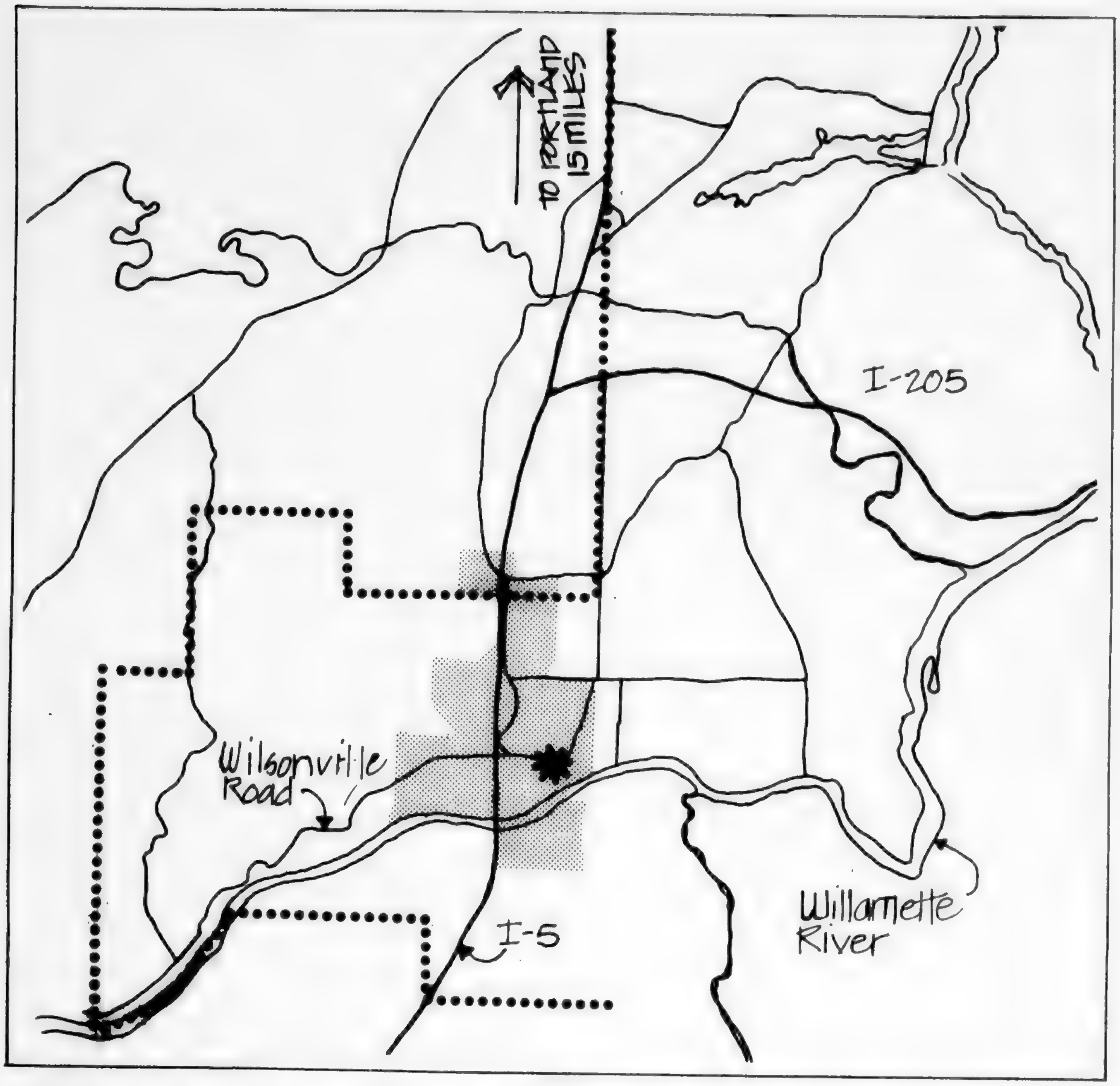
DESCRIPTION OF THE PROPOSED ACTION

The proposed project is located within the City of Wilsonville and would straighten and widen a portion of Wilsonville Road approximately three-quarters of a mile east of the I-5/Wilsonville interchange. Wilsonville Road is designated as a Clackamas County arterial roadway within the city, also referred to as Market Road No. 12. See Figure No. 1.

The Boeckman Creek drainage channel bisects the project site. Construction of a new bridge over Boeckman Creek approximately 500 feet north of the present crossing and the accompanying road realignment of Wilsonville Road is proposed (Figure 3). This realignment would by-pass the existing "S" curve and steep grade on Wilsonville Road west of the creek crossing. The old roadway and culvert crossing would remain to provide local access to the properties south of the proposed project. The existing road would intersect the improved section on the east and west ends of the proposed realignment.

Construction grading for the proposed project would be sufficient to accommodate a future 50 foot roadway width; however, a 40 foot two lane road is proposed in the initial improvement (Figure 4). This initial width would provide two 12-foot travel lanes with 8 foot paved shoulders for pedestrian and bicycle travel. A structure 247 feet in length spanning Boeckman Creek would be 53 feet wide and would have the design capability for future widening to 63 feet. In this manner, a four lane capacity is preserved for future widening of Wilsonville Road.

Overall length of the proposed realignment and bridge section is 2,250 feet. Excavation totalling 35,000 cubic yards and approach embankment placing 17,000 cubic yards of native material would be required. Project length and earthwork quantitites are based on a 6% maximum vertical grade design.


TO PORTLAND
15 MILES
I-205
Wilsonville
Road
Willamette
River
I-5
N
0
1
2MILES

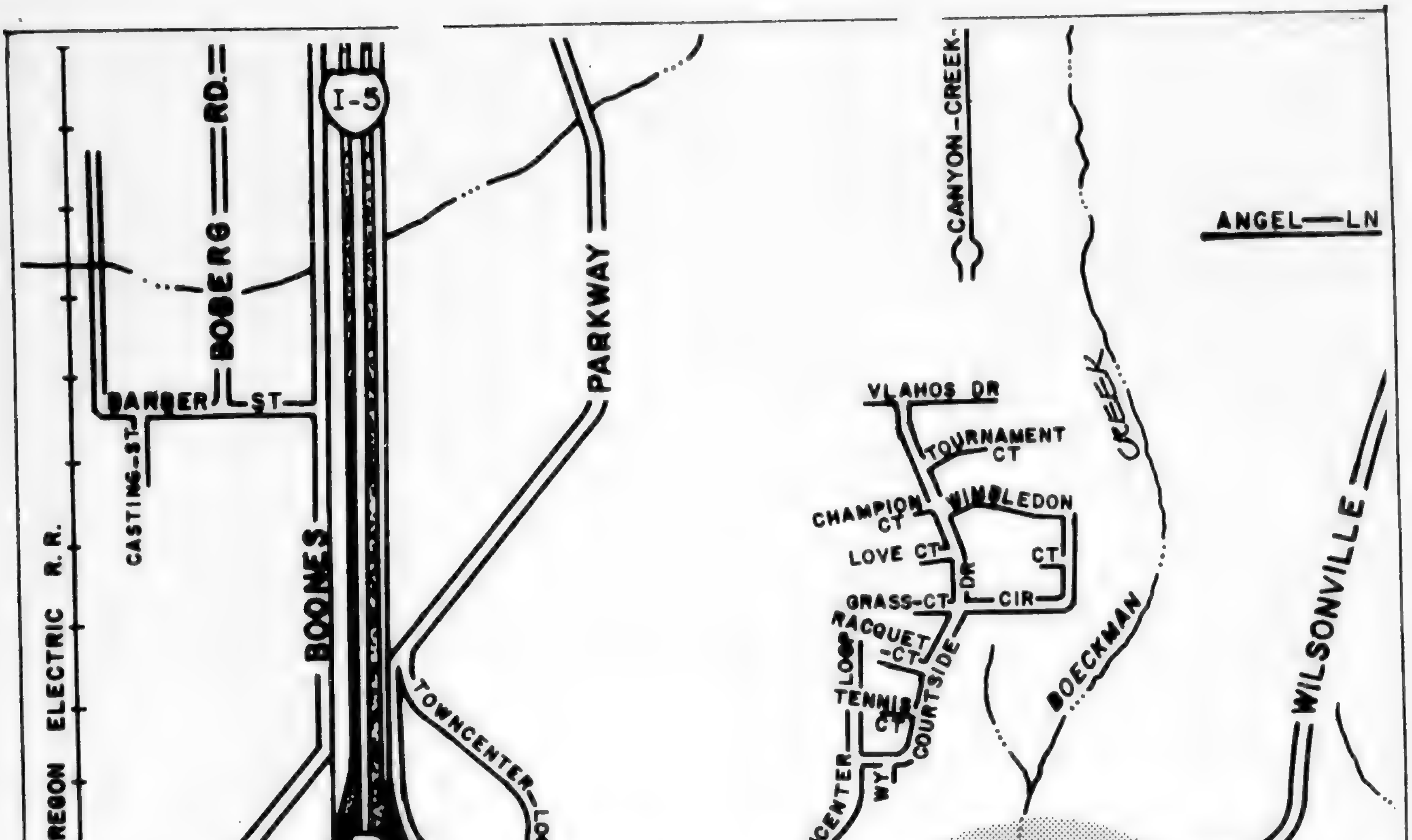
PROJECT LOCATION

✱ Bridge project location

▨ City of Wilsonville

•••••••••• Clackamas County boundary line.

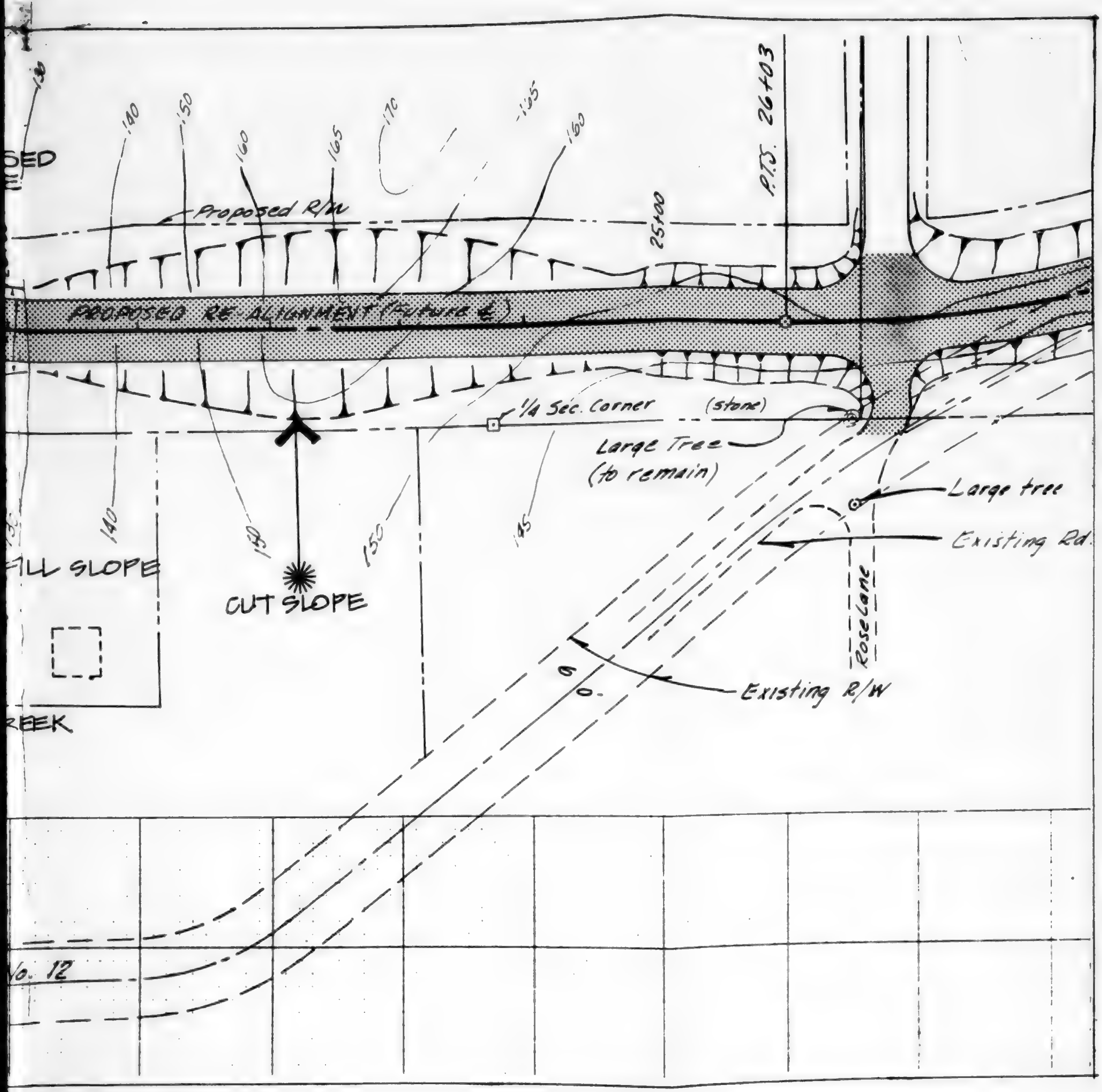
FIGURE 1


I-5
BOBERG RD.
BANGER ST
CASTING ST
OREGON ELECTRIC R.R.
BOONES
PARKWAY
CANYON CREEK
ANGEL LN
VLAHOS DR
TOURNAMENT CT
CHAMPION CT
WIMBLEDON
LOVE CT
CT
GRASS CT
DR
CIR
RACQUET CT
LOOP
TENNIS CT
COURTSIDE
WY
TOWNCENTER
BOECKMAN
CREEK
WILSONVILLE
TOWNCENTER LOOP
14
13
23
24
WILSONVILLE
G.S.
ROSE RD.
MONTG
MAIN ST
5th ST
ST
ST
4th ST
FIR
MAGNOLIA
2nd ST
TAUCHMAN ST
PARKWAY AV
TRASK RD
ROGUE LN
CT
ST
ST
SANDY CT
SALMON LN
WILSON
NEHALEM CT
WALLOWA CT
CT
SANTIAM LN
PARK
RIVER
OLL

PROPOSED PROJECT LIMITS

Boeckman Creek bridge & related road improvements.

FIGURE 2

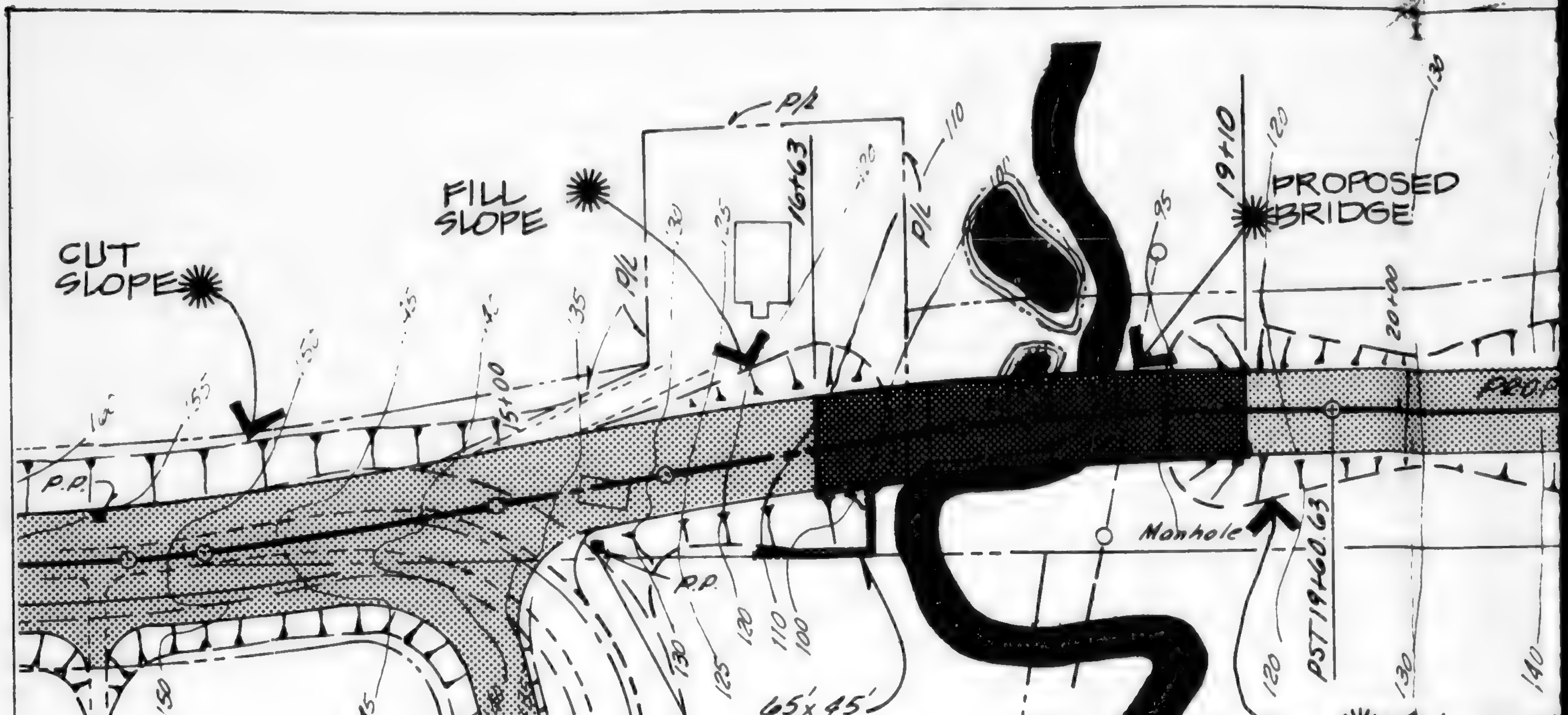

SED
E
Proposed R/W
PROPOSED RE-ALIGNMENT (Future ℄)
130
140
150
160
165
170
165
160
25+00
P.T.S. 26+03
1/4 Sec. Corner
(stone)
Large Tree
(to remain)
Large tree
Existing Rd.
Rose Lane
60'
Existing R/W
FILL SLOPE
CUT SLOPE
REEK
No. 12
135
140
130
150
145

RALL PLAN

north

scale 1"=100'-0"

FIGURE 3

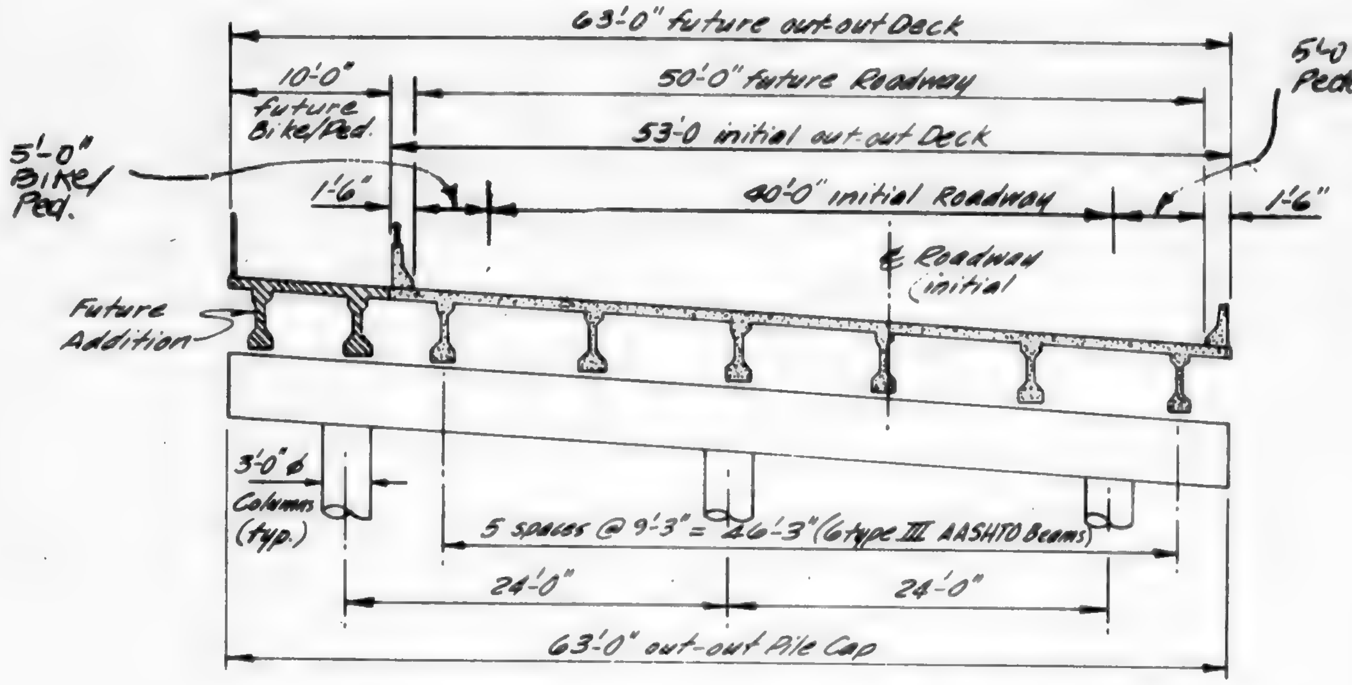

CUT SLOPE
FILL SLOPE
P/L
16+63
P/L
110
PROPOSED BRIDGE
19+10
120
130
95
100
20+00
P.P.
15+00
135
130
125
Manhole
PST 19+60.63
120
130
140
FILL SLOP
P.P.
150
145
130
125
120
110
100
65'x45' reinf. conc. retaining wall.
P/L
Abandon Roadway
Existing R/W
BOECKMAN CREEK
P/L
Clackamas County Road No. 12

PROPOSED IMPROVEMENTS OVERALL

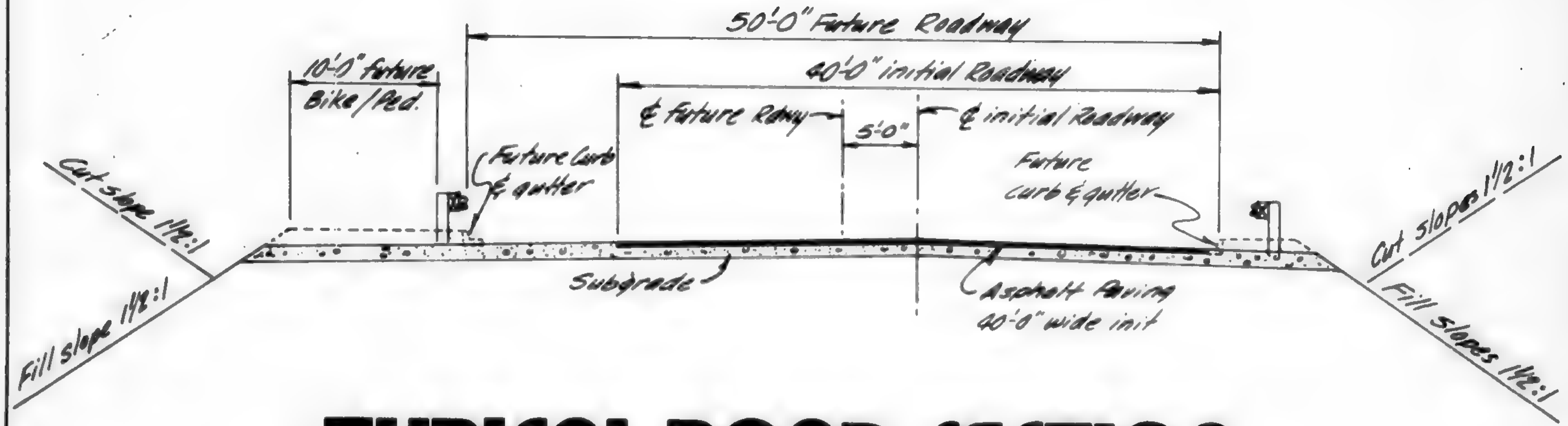
▨ Proposed new bridge

▨ Proposed road realignment

▬ Boeckman Creek


63'-0" future out-out Deck
10'-0" future Bike/Ped.
50'-0" future Roadway
5'-0" Bike/Pedestrian.
53'-0 initial out-out Deck
5'-0" Bike/Ped.
1'-6"
40'-0" initial Roadway
1'-6"
℄ Roadway (initial
Future Addition
3'-0" ϕ Columns (typ.)
5 spaces @ 9'-3" = 46'-3" (6 type III AASHTO Beams)
24'-0"
24'-0"
63'-0" out-out Pile Cap

TYPICAL BRIDGE SECTION


50'-0" Future Roadway
10'-0" future Bike/Ped.
40'-0" initial Roadway
℄ future Rdwy
5'-0"
℄ initial Roadway
Future Curb & gutter
Future curb & gutter
Cut slope 1½:1
Cut slopes 1½:1
Fill slope 1½:1
Fill slopes 1½:1
Subgrade
Asphalt Paving 40'-0" wide init

TYPICAL ROAD SECTION

FIGURE 4

A disposal site for the estimated 15,000 cubic yards of excess material is available at the City of Wilsonville waste water treatment facility approximately 2.5 miles west of the project.

Estimated cost of the proposal is $1,200,000. This estimate does not include a cost for necessary additional right-of-way which may be provided through private donation. Private sector funding would be used to finance the cost of the bridge. Public highway funds would finance the roadwork portion of the project cost.

PURPOSE AND NEED

Realignment of the project section of Wilsonville Road is proposed to improve the traffic flow and safety characteristics, and to provide sufficient capacity for future traffic.

The City of Wilsonville is experiencing both residential and commercial growth and has addressed the need for the proposed improvement in a transportation background report (on file at the Wilsonville City Offices) and in the City's Comprehensive Plan. Improvement of Wilsonville Road at the Boeckman Creek crossing has come to the forefront as a result of a condition of approval by the City for a proposed development by Nike, Inc. on a site adjacent to the existing alignment. The improvement of Wilsonville Road is necessary to eliminate a potential traffic hazard present in the poor horizontal and vertical alignments of the existing roadway.

Traffic analysis of the narrow, curving roadway through the project section indicates the roadway vehicle capacity at level of service "D" is approximately one-half of the normal capacity for this type roadway. See Table No. 1. Projection of the traffic volume for the year 2000 is above the calculated capacity established by the present roadway conditions. The proposed project would provide satisfactory traffic service through the year 2000.

ALTERNATIVES CONSIDERED

Four alternatives have been considered and are briefly discussed below.

No-Build Alternative

Under the No-Build Alternative, there would be no improvement of Wilsonville Road in the vicinity of Boeckman Creek. This potentially hazardous roadway section and the intersection at Rose Lane would remain as they presently exist.

Build Alternatives

The first Build Alternative suggested improvement of the existing roadway by easing the "S" curve at the westerly end of the project zone. This alternative would not achieve the desired free flowing traffic movement that a straightened alignment would provide and did not address widening or improvements near the intersection of Wilsonville Road and Rose Lane. Therefore, this alternative was not considered for advancement.

A second Build alternative called for a direct east-west alignment strategy. This alternative would have utilized two 72 inch diameter culverts 230 feet in length to rechannel Boeckman Creek under the elevated new roadway. In this alternative proposal, approximately 50,000 cubic yards of embankment material would be required to fill across the Boeckman Creek drainage. Although this would provide an operationally acceptable alignment, the impact resulting from rechanneling the waterway and the right-of-way required to contain the wide fill slopes made this alternative unacceptable for further consideration.

A third Build alternative proposed the construction of a 183 foot bridge span to replace the culverts identified in the second Build alternative. Changes in the length of the bridge structure and optional use of fill slope retaining walls, were analyzed. A structure span of 247 feet coupled with a 65 foot by 45 foot "L" shape retaining wall at the base of the west approach fill was selected as the preferred alternative. This alternative was selected for advancement because it would minimize encroachment onto the Boeckman Creek drainageway, and is supported by the city and local community interests.

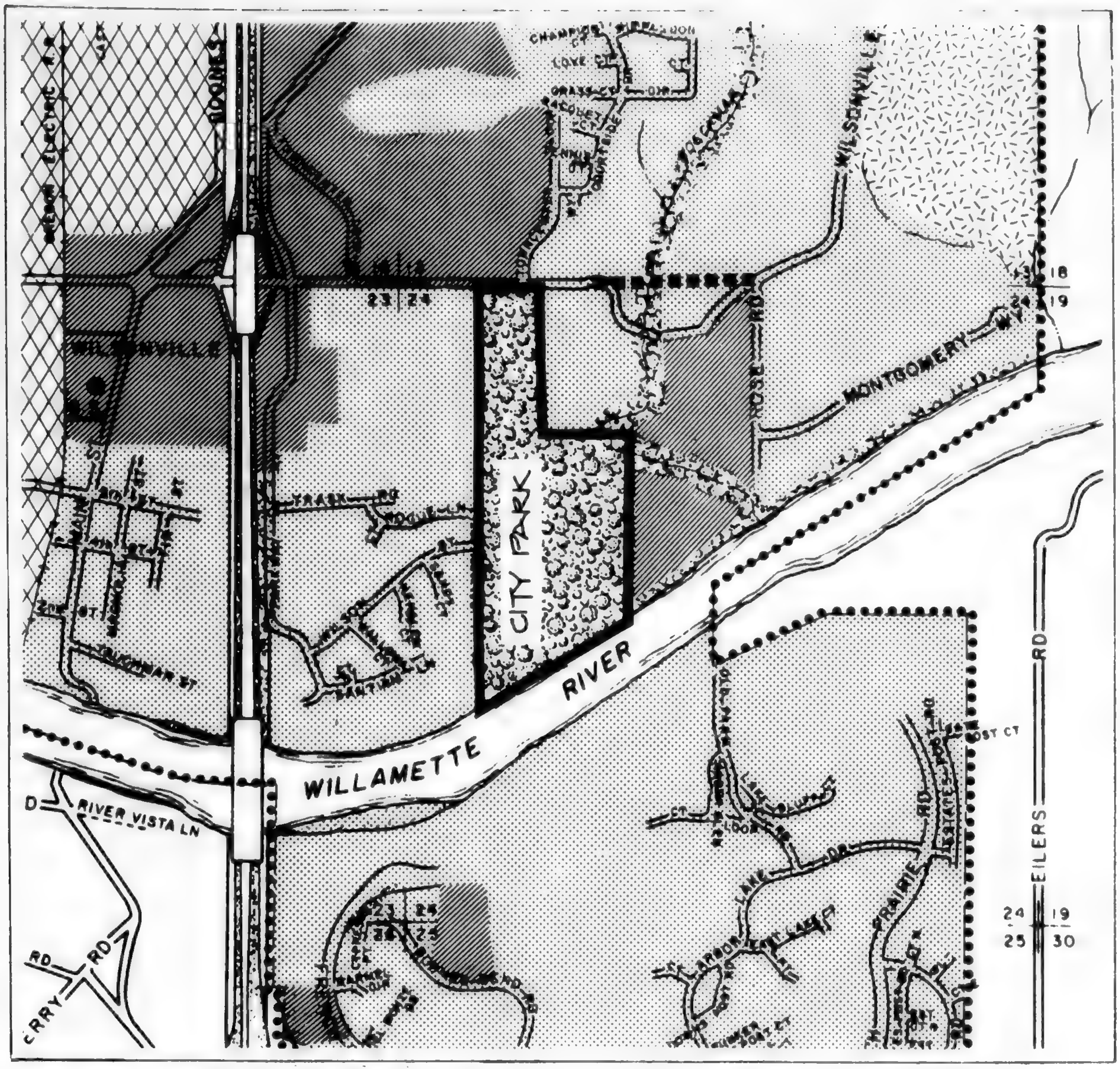
IMPACTS

Land Use

The land adjacent to the project section is characterized as rural and is devoted to small farms and rural homesite uses. These uses are coming under increased pressure due to urbanization. The project vicinity is presently planned urban and zoned Urban Low Density Residential or Commercial. See Figure No. 5.

The City of Wilsonville is considering the request for a commercial development by Nike, Inc. and has recently granted a zone change appropriate for the construction of their headquarters office complex and recreation facilities on a 38.5 acre site south of Wilsonville Road between the City Park and Rose Lane. The city has restricted development on this site until such time as there is implementation of an improvement project at the Wilsonville Road "S" curve. In the event of a No-Build, the zoning on the Nike property will return to Urban Low Density Residential.

Residential development of a 71 acre residential zoned site on the north side of the proposed alignment is being proposed by the owner, the Randall Corporation. Only 40% of this proposed site development will be permitted by the city until a site access east of Boeckman Creek and improvements to Wilsonville Road are provided.


WILLAMETTE RIVER
CITY PARK
WILSONVILLE
MONTGOMERY
ROSE RD
WILSONVILLE
EILERS RD
RIVER VISTA LN
PRAIRIE RD
LAKE DR
OREGON ELECTRIC R.R.
BOONES
TRASK RD
VLAHOS DR
13 18
24 19
23 24
24 19
25 30
23 24
26 25
RD
D
RD RD
ERRY
LOST CT

LAND USE MAP

░ Residential

▨ Commercial

▩ Industrial

▒ Open Space & City Park

░ Public land

⋯⋯⋯⋯ City Limits

▪▪▪▪▪▪ Project location

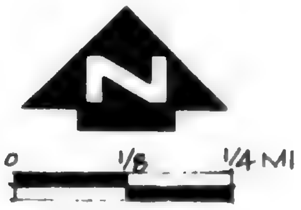


FIGURE 5

Planned construction of public school facilities on property east of Boeckman Creek are also contingent on the improvement of Wilsonville Road at the existing "S" curves.

Conditions of site development approval of the Nike and Randall properties would not be met under the No-Build Alternative.

Additional required right-of-way for the project will have an impact on existing land use by converting approximately 4.5 acres of land to roadway use. This land is presently devoted to orchard and wooded area, but is zoned for potential residential development.

One existing residence will be affected by the loss of a garage building, yard and parking area. The house on this affected homesite is located approximately 85 feet from the centerline of the proposed alignment at the westerly end of the proposed bridge structure.

Mitigation for right-of-way acquisition is in the form of benefits provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. These benefits are discussed in the Oregon Department of Transportations's property acquisition procedure program described in Appendix A.

Negotiations for the dedication of all the needed right-of-way are being pursued by the City of Wilsonville. Right-of-way dedications are a normal part of the development approval process, in this case, on property north of the project. The principal landholder is the Randall Corporation. In trade, developable land to the north of the project would be provided access to Wilsonville Road at the improved Rose Lane intersection.

The project is consistent with the adopted Wilsonville Comprehensive Plan providing a roadway with operational characteristics considered necessary to support the planned growth and development within the City of Wilsonville. The project improvement is a prerequisite to development and, in this way, is related to change in the existing land use. The Nike 38.5 acre site and a 71 acre Randall Corporation property are within the city's immediate growth boundary.

Wilsonville's land use plan is adopted but not yet acknowledged by the Land Conservation and Development Commission (LCDC). A review of the project's consistency with LCDC Goals and Guidelines was made and included in Appendix B. The project was found to be consistent with all applicable goals.

Socioeconomics

The proposed realignment of Wilsonville Road would facilitate the planned economic development of those properties gaining direct or indirect access to the improved roadway. It is estimated the proposed Nike headquarters, at full development phased in over 10 years, would provide office space for 1,000 employees.

The project would not require the relocation of any homes or businesses. Approximately 1.6 acres in filbert and holly production would be removed from agricultural use by the project. This reduction in production area would not have significant adverse impact to the agricultural base of the region.

There will be a short term, positive economic impact due to employment generated by the construction of the realigned roadway and bridge.

The bridge construction cost will be financed through a Local Improvement District formed by the City of Wilsonville. Public highway funds, limited to $440,000 would be provided for the balance of the project costs resulting from necessary grading and paving the proposed road realignment.

Traffic

Implementation of the proposed realignment of Wilsonville Road at the Boeckman Creek crossing would have a beneficial effect on traffic movement. Vehicle and pedestrian safety would improve by enabling through traffic to by-pass the potentially hazardous curves. Improved stopping sight distance and wider shoulders would increase the traffic capacity of the roadway. In contrast, the No Build alternative, would lead to severe congestion and increased traffic conflicts.

Table 1 below shows the 1981 and the projected year 2000 average daily traffic (ADT) for the project section of Wilsonville Road. It also shows the roadway capacity for both the Build and No Build alternative.

In developing traffic volume projections for the year 2000 under the No Build, it is assumed commercial development of the 38.5 acre Nike site would not occur. Under a residential zoning, the Nike site would contribute approximately 700 trips per day. Under the Build Alternative, because of the probability of subsequent approval and development of the Nike headquarters and associated development, this area would contribute 1200 trips per day onto the project section. A project would, therefore, realize a 500 trip per day increase over the No Build.

TABLE I

Average Daily Traffic and Roadway Capacity

			CAPACITY	
	1981 ADT	2000 ADT	LOS "C"	LOS "D"
BUILD	1000	6500	4500	9000
NO BUILD	1000	6000[1]	2000	5000[1]

The project will not directly affect the traffic growth. Significant changes in the traffic patterns are not expected as a result of the project.

Without roadway improvement, traffic service will deteriorate to a forced flow condition by the year 2000. A No-Build would lead to steadily deteriorated traffic safety and service.

[1] Report on Transportation, City of Wilsonville prepared by Carl Buttke, P.E. September-14-1980.

Natural Vegetation and Habitat

The proposed new alignment of Wilsonville Road passes through a steeply sloping area shaded by an overstory of Western Red Cedar and Douglas Fir trees. Native brushy vegetation and decidious trees are intermixed on the slopes. There is a developed home site on the west bank of Boeckman Creek with pathways leading through the trees to two small man-made ponds on a level area near the stream. There is little riparian vegetation. The creek may support cutthroat trout. Above the steep slope on the east side there is an established filbert orchard and a holly farm. This area offers protective cover for wildlife. There are no endangered species known to be present in the project area.

The City of Wilsonville intends to preserve this natural vegetation along the drainageway and to protect the run-off control and habitat provided along Boeckman Creek. An Open Space land use corridor 400 feet wide has been designated along the drainage course.

The proposed project would not alter the stream or two small ponds. The proposal would, however, remove approximately 12 trees at the crossing and would impact the orchards on the east side. Construction activities would have short-term effects on water quality due to placement of bridge footings and a temporary erosion potential on the fill slopes. Additional roadway pollutants entering Boeckman Creek carried by storm water runoff are not expected to significantly effect the stream's water quality. Work near the waterway would be scheduled during low flow periods to minimize adverse impacts to water quality and possible fish populations. (See Appendix C, Remarks from State Fish and Wildlife.) Reintroduction of vegetation on the roadway slopes would be required in the project.

SOILS

The project area is covered with silt loam soils in the Woodburn-Willamette soil association. These soils are classified by the Soil Conservation Service as: Class II on slopes of less than 12% and Class III on slopes greater than 12%. These are prime agricultural soils with depths in excess of five feet.

The Soil Conservation Service does not classify these soils as unique farmlands, since they support crops common throughout the Willamette Valley.

The project would require 4.5 acres of prime agricultuaral land for right-of-way purposes, removing the land from existing or potential agricultural use. Approximately one-third of this land is on slopes greater than 12%, or is occuped by the stream bed.

Since the project is also a prerequisite for eastward development within the City of Wilsonville, the project would also have the indirect effect of allowing urbanization that would remove additional prime agricultural land from production.

Hydrology

Boeckman Creek is a major drainage course on the east side of Wilsonville and is approximately 3 miles in length. It flows from north to south and enters into the Willamette River approximately one-half mile south of the project crossing. Boeckman Creek is a year round stream 5 feet wide. It has formed a steep sided ravine 70 feet lower than the surrounding topography at the proposed bridge location. The slopes of the drainage channel are somewhat unstable and susceptible to erosion. The stream begins to meander at the crossing site and has a 180 degree bend just south of the proposed new bridge. The channel at the project zone was cleared during the construction of sanitary sewer lines several years ago. However, above and below, stream flow is impeded by debris.

Boeckman Creek flows in a well defined channel within mud banks. There is evidence of seasonal variation in the water level and winter time turbidity is high. The area is above the 100 year flood plain of the Willamette River and has no wetlands.

The 247-foot span over Boeckman Creek would be sufficient in length to not require the alteration of the stream channel. The approach fill on the west side would be held partially by a retaining wall 25 feet from the center of the channel. On the east side, the toe of the approach fill would be 30 feet from the nearest point of the stream.

The proposed realignment of Wilsonville Road would produce an increased amount of storm run-off collected from the increased roadway and slope surface area. This additional run-off would flow into Boeckman Creek. The annual increase in run-off from the roadway only is estimated at 300,000 cubic feet and this peak additional flow entering Boeckman Creek is estimated at 1.7 cubic feet per second.

Air Quality

The amount and nature of vehicle emissions produced on a highway is dependent on the amount and speed of traffic, the type of vehicles mixed into the traffic stream and the roadway geometrics. The proposed project is not expected to induce a significant increase in traffic volume or influence a change in the percentage of heavy vehicles using the roadway. The project would, however, improve the roadway alignment and flatten the grade, thereby reducing vehicle deceleration and acceleration and the corresponding fuel demand needed on the existing section.

Improvement of these vehicle operating conditions would have a corresponding benefit in lowering emissions of Carbon Monoxide and Hydrocarbons. Nitrogen Oxides emissions do not respond in the same manner; instead, as vehicle speeds increase, Nitrogen Oxides emissions also increase. However, Nitrogen Oxides are not a significant problem in the project area and are below the limits set by the National Ambient Air Quality Standards. Lead emission levels will decrease in the future, as the number of cars powered by leaded gasoline decrease.

It is concluded that the project would result in a reduction in vehicular emissions and that the project would have no adverse impact on Air Quality.

NOISE

Noise levels are determined by two criteria, design noise levels which are Federal Highway Administration guidelines for acceptable noise levels, and significant noise increases. Significant noise increases occur when predicted noise levels are substantially higher than existing levels. In Oregon, an increase of 10 dBA above the existing levels, which is perceived as a doubling of loudness, is adopted as a significant noise increase.

The project has been analyzed for possible exterior noise impacts using a Leq of 67 dBA as the maximum acceptable level. The noise levels at any residence are not predicted to exceed the 67 dBA design noise level, under the worst projected condition, which is the peak truck hour for the year 2000 under the Build option. Noise mitigation measures are, therefore, not necessary under this criterion.

The easternmost residence (Res. 1) would experience an increase of 9 dBA in exterior noise levels from the year 1981 "No-Build" peak truck hour to the year 2001 "Build" peak truck hour. Under the same comparison, the westernmost residence (Res. 2) would experience an increase of 12 dBA in exterior noise levels and, therefore, would experience a significant noise increase. See Table No. 2.

TABLE NO. 2

PREDICTED NOISE LEVELS

PEAK TRUCK HOUR

	YEAR	AUTOS	TRUCKS	DISTANCE	SPEED (mph)	NOISE LEVEL (dBA, Leq)	NOISE LEVEL INCREASE
Res. 1	1981	60	4	100'	25	50	n/a
	2001	390	27	100'	40	59	9
Res. 2	1981	60	4	200'	25	50	n/a
	2001	30	27	80'	40	62	12

Sound barriers were considered as a method to mitigate the noise impacts, but were not recommended. Construction of a barrier near Residence 1 would encroach onto private property and was not considered cost-effective. Residence 2 would be below the elevation of the proposed roadway and the barrier would need to be opened to provide driveway access. Alternatives to the proposed design are not possible without causing undue increases in noise at one of the other residences.

Construction noise is anticipated as a temporary noise impact in this project. To minimize this impact, the following construction noise abatement measures will be included in the project construction specifications:

1. No construction shall be performed within 1000 feet of an occupied dwelling unit on Sundays, legal holidays and between the hours of 10:00 p.m. and 6:00 a.m. on other days without the approval of the engineer.

2. All equipment used shall have sound control devices no less effective than those provided on the original equipment. No equipment shall have an unmuffled exhaust.

3. All equipment shall comply with pertinent equipment noise standards of the U.S. Environmental Protection Agency.

Should a specific noise impact complaint occur during the construction of the project, the contractor at his own expense may be required to implement one or more of the following noise mitigations as directed by the engineer.

1. Locate stationary construction equipment as far from nearby noise sensitive properties as possible.

2. Shut off idling equipment.

3. Schedule noise construction operations near the middle of the day.

4. Notify nearby residents whenever extremely noisy work will be occurring.

5. Install permanent or portable acoustic barriers around stationary construction noise sources.

A copy of the complete noise study report will be sent to the City of Wilsonville. This report will assist in local land use planning to advise future developments of the anticipated roadway noise levels.

CULTURAL RESOURCES

An historic properties survey was conducted in January, 1982, in the project affected area. Neither the No-Build nor Build Alternative of the Boeckman Creek Bridge project would affect historic properties listed, nominated or considered eligible for the National Register of Historic Places.

An archeological reconnaissance survey along the project alignment was conducted on February 2, 1982. No archeological sites were found in the project affected area.

A letter documenting cooperation with the State Historic Preservation Office on the above findings is contained in Appendix C.

UTILITIES

There are several utilities that would be affected by the project. Electric power and telephone poles and underground telephone and gas lines will have to be adjusted or relocated by the utility companies at their expense. City Water System line would need to be extended to the east as future urban development occurs. The bridge structure would be designed to serve utility attachments. Affected utilities include Portland General Electric Co., Northwest Natural Gas Co. and General Telephone Co.

COMMENTS AND COORDINATION

An A-95 Review was initiated at the beginning of the project planning process. Responses were received from the Division of State Lands, the Oregon Department of Fish and Wildlife, the State Historic Preservation Office and the Clackamas County Soil and Water Conservation District. Copies of their review and comments are included in Appendix C.

The project has been, and will continue to be, coordinated with Clackamas County, City of Wilsonville, Oregon Department of Transportation and Nike, Inc.

A citizens informational meeting was held on April 27, 1982, and general public support for the project was received.

ACQUIRING LAND FOR HIGHWAYS AND PUBLIC PROJECTS

A description of the
Department of Transportation
land acquisition program

OREGON
DEPARTMENT
OF
TRANSPORTATION

When expanding or improving highway facilities in Oregon, the Department of Transportation has the task of acquiring rights-of-way. It is the aim and desire of the Department to obtain these necessary rights-of-way with fairness and equity to all.

The State is empowered to acquire private property for public use in order to provide the greatest good for the greatest number. With this power goes the obligation to protect the rights of the individual property owner. The Department of Transportation thus has a dual responsibility–recognition and protection of the individuals who are affected by acquisition of land and competent and efficient service to the public.

PUBLIC HEARINGS

Public hearings, when requested, are held during the location and design stages of a project. Such hearings afford each person or agency full opportunity for effective public participation to ensure that highway locations and designs are consistent with Federal, State, and local goals and objectives.

The first hearing is held after preliminary studies have been made on several possible corridor routes. The data gathered in the studies is presented at a "Corridor Hearing". During the course of the hearing, testimony from interested persons is recorded for study by Department of Transportation personnel and the Oregon Transportation Commission.

Upon selection of a corridor location by the Transportation Commission, a detailed survey within that corridor is made and a preliminary design plan developed for later presentation at a "Design Hearing". During the course of the survey, a Liaison Agent attempts to interview all property owners affected concerning the effect the proposed highway has on their ownerships.

The holding of "Design Hearings" provides all interested persons and public agencies an opportunity to present testimony for consideration of final highway design.

In an instance where a choice of corridors is not involved, such as in the case of an improvement project on an existing highway, a single "Combination Corridor - Design Hearing" may be held.

After all data and testimony have been studied, a final design is adopted by the Transportation Commission and the acquisition of necessary rights-of-way is authorized. The parcels of property needed for the improvement will be described, and the right-of-way acquisition activities can commence.

APPRAISAL PROCEDURE

Department of Transportation appraisal procedures, which are designed to protect both the property owner and the taxpayer's dollar, call for an appraisal of every parcel of right-of-way. These appraisals are performed by a staff appraiser, a professional fee appraiser, or both. When business and commercial properties are involved, more appraisers may be assigned. The property owner or his designated representative will be given an opportunity to accompany the appraiser during his inspection of the property.

The appraisers consider every indicator of value. Their differences in findings, if any, are studied and reconciled. The results are checked by the Department of Transportation Right of Way officials and then approved for acquisition.

This thoroughness, plus the busy work schedules of the professional fee appraisers, explains the occasional delays between the time of the appraisal and the arrival of the Right of Way Agent.

THE RIGHT OF WAY AGENT

The Right of Way Agent who calls on the property owner has studied the appraisal and can illustrate with maps and other data how the right-of-way will affect the property. The Agent has been authorized to recommend a price and obtain an option to purchase the property, which option is subject to approval of his supervisors and the Oregon Transportation Commission. It should be noted that the Agent is unable, under the procedures governing him, to engage in "horse trading"; he is confined to those monetary values indicated by appraisal.

It is desirable to complete acquisition and transfer as soon as possible, but not at the expense of the owner's thoughtful consideration of the State's proposal.

MARKET VALUE

Before the initiation of negotiations for real property, the Department of Transportation will establish an amount which is believed to be just compensation and will make a prompt offer to acquire the property for the full amount so established. In no event will the amount be less than the approved appraisal of the fair cash market value of the property. Fair cash market value may be defined as the price a willing buyer would pay for a property offered by a willing seller with neither party having any obligation to either buy or sell. This is known as the "willing buyer - willing seller" concept and is the basis for "market value".

In instances in which only a portion of a property is to be acquired, the compensation is based on either the value of the land taken and damages to the remainder, if any, or the "before-and-after" method. This means that the owner's loss is equal to the difference in the market value of his property before the State's acquisition and its market value immediately thereafter.

Any decrease or increase in the fair cash market value of the real property prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.

Property damage payments, under Oregon law, can be made only to those persons whose property is actually purchased or used by the Department of Transportation.

MOVING IMPROVEMENTS

The law states that the property owner is entitled to money for his property; however, if he wishes to have his house or buildings moved, this may be done provided certain conditions are met.

The property owner must agree to such a move, and the total cost to the State must be less than a cash purchase.

The property owner must make his own arrangements for moving the building. The State is not able to undertake the work nor to contract the work for the owner.

PAYMENT

An understanding of the processing of a signed agreement and the payment by check will alleviate some of the concern about a seemingly delayed payment.

The option agreement must be approved by the Oregon Transportation Commission. After approval has been received, the property owner is notified of acceptance and conveyance of the title and payment may proceed. No payment of State funds may be made until a warranty deed conveying clear title has been recorded in the appropriate County records.

Any encumbrances to the title, such as unpaid taxes, assesments, mortgages, outstanding leases, or the like, must be cleared by releases prior to preparation of a voucher. At the time the deed is available for recording, a voucher is prepared and forwarded to the Highway Division Controller for preparation of a check in payment for the property. Under normal circumstances, in which no cloud obscures the title, about four weeks elapse between the time a deed is received from the property owner and the time a check is mailed to him.

In the event the property owner is unable to convey and clear title satisfactorily to the State, or in the event the State and the property owner cannot reach a mutually-satisfactory agreement, a condemnation action will be filed and the amount established by the State as just compensation will be deposited with the court for distribution in accordance with the order of the court.

POSSESSION

At the time negotiations begin with a property owner, all tenants on the property as well as the owner will be notified in writing that it is the intent of the Department of Transportation to acquire the property and give the requirements for relocation benefits.

No person lawfully occupying real property shall be required to move from his home, farm or business without at least 90 days' written notice. The displacee will be notified 30 or more days prior to the date the property must be vacated. The 30-day notice will not be given until the property owner has been paid for his property.

The Department is aware of the need of a reasonable time for relocation. If a property is not needed for several months, continued occupancy may be permitted at a reasonable rental through the Regional Property Agent.

EMINENT DOMAIN

The property owner need not accept the State's offer or enter into an agreement he feels to be unfair. A refusal is simply a case of disagreement between the two parties on the value of the property. The Department of Transportation, in the expenditure of public funds, is restricted to competent appraisals in ascertaining fair cash market value.

The Department is ready and willing to reconsider its position in light of any new evidence of value presented by the owner, including a documented professional appraisal procured by the owner.

Only in the event the parties are unable to agree as to the compensation to be paid, or the owner cannot clear title, will a condemnation suit be filed. Time for an extended discussion on some projects may not be available if the State and the highway users are to avoid the loss of considerable money due to any delay in a project. Discussions can, of course, continue even after a suit is filed. The filing of the suit permits the State, under Oregon law, to authorize the contractor to enter on the property.

RIGHT OF WAY OFFICES

For the service and convenience of those affected by highway activities, the Oregon Department of Transportation maintains fully staffed Regional Right of Way Offices at the following locations:

5821 NE Glisan Street
Portland 97213
Telephone No.
238-8215

9200 McLoughlin Blvd.
Milwuakie 97202
Telephone No.
653-3113

2960 State Street
Salem 97310
Telephone No.
378-2641

1058 W. Harvard
Roseburg 97470
Telephone No.
440-3383

North The Dalles-
California Highway
Bend 97701
Telephone No.
388-6196

2111 Adams Street
La Grande 97850
Telephone No.
963-3177

Persons having questions concerning right-of-way matters are encouraged to contact the nearest Regional Office.

QUESTIONS AND ANSWERS

ACQUISITION

1. What authority does the Right of Way Agent have in acquiring the property?

The Agent has authority to attempt to agree as to price and to submit his recommendation for presentation to the Oregon Transportation Commission.

2. Can the Right of Way Agent make a formal offer for the property?

   No, he cannot. Only the Transportation Commission or its designated representative has authority to make an offer. The Agent may recommend a price for the necessary parcel.

3. Is earnest money received if an option is signed?

   No. If the option is accepted by the Commission, the amount involved is mailed after the processing of the option.

4. What courses does the property owner have if negotiations fail?

   He has the right to have a jury hear the case and make an award.

PAYMENT

1. Who prepares the deed and clears the title?

   The Salem Right of Way Office of the Department of Transportation prepares and records most of the documents necessary to convey clear title; however, it is the property owner's obligation to secure signatures on any documents which may be necessary to provide clear title.

   The State orders and pays for title insurance unless other arrangements are made.

2. How does the property owner know the State will fulfill its obligation?

   The option approved by the Transportation Commission remains a binding contract even after the deed is signed. The State is bound by this agreement as to its own obligations; and, by the same token, it cannot exceed the authority contained therein.

3. Can the property owner rent or buy buildings?

   Unless other specific arrangements are made, buildings will be sold at public auction after proper notification in the newspapers. All sales and rentals are handled by the Regional Property Agent.

CONSTRUCTION FEATURES

1. Why is new right-of-way necessary? Why can't the present highway be rebuilt?

   The standards of the new Federal-aid highways, as established by the State and the Federal Highway Administration, are such that rebuilding many of the present highways to meet these standards is not economically sound. In addition, most of these existing highways will be needed to assist the freeways in carrying the heavy volume of traffic. In some cases, the present improved highway is to be used as two of the four lanes of the new freeway.

2. Who determines the necessity, location, width of rights-of-way, access control, and schedule of construction for new State highways and public projects?

   The Oregon Transportation Commission, upon recommendation of the Administrator and State Highway Engineer, and the Federal Highway Administration when required.

VALUE

1. How does the State arrive at the value of the property?

   Real estate appraisals are prepared and submitted by staff or fee appraisers, or both.

   A staff appraisal is one which is prepared by an employee of the Department of Transportation who is qualified by education, training, and experience to make property appraisals.

   A fee appraisal is one prepared by a professional appraiser who is employed for a particular job. He is not a State employee, but an independent appraiser whose services are generally available to anyone wishing to retain him.

2. How about the appraiser the property owner hires?

   The Department will gladly examine with open mind the appraisal prepared for the owner. If it is a fully-documented appraisal, the State review staff is authorized to give it the same consideration as those prepared for the State.

Rev. 1-82

APPENDIX A

Acquiring Land for Highways and Public Projects

APPENDIX B

LCDC Goal Compliance Review

Goal	No-Build	Build
GOAL 1-Citizen Involvement. To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.	Not Applicable	Consistent. Project requires formation of an LID to secure the total project funds. Citizen input was solicited during public process for the formation of the LID and a hearing would be afforded.
GOAL 2-Land Use Planning. To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions. (This goal requires state actions to be consistent with LCDC acknowledged local comprehensive plans.)	Not consistent with City of Wilsonville Comprehensive Plan policies for arterial streets.	Consistent. Project is compatible with policies set forth in the Wilsonville Comprehensive Plan.
GOAL 3-Agricultural Lands. To preserve and maintain agricultural lands.	Goal 3 and Goal 4 do not apply. The land affected by the project is within an approved Urban Growth boundary.	
GOAL 4-Forest Lands. To conserve forest lands. GOAL 5-Open Spaces, Scenic, and Historic Areas and Natural Resources. To conserve open space and protect natural and scenic resources.		
(a) Open Space	Consistent. No open space affected.	Will require acquisition of small portion of the Boeckman Creek drainage course. Roadway slopes will be revegetated with native materials.

Goal	No-Build	Build
(b) Fish and Wildlife Areas and Habitat.	Consistent. No Change	Potential impact to Boeckman Creek during bridge construction. The project would permit fish passage and construction would be timed to minimize short term erosion.
(c) Ecologically and Scientifically Significant Natural Areas	Consistent. Would not affect natural areas.	Consistent. Will not affect significant natural areas.
(d) Outstanding Scenic Views and Sites	Consistent. Will not affect scenic views and sites.	Consistent. Will not affect scenic views and sites.
(e) Water Areas, Wetlands, Watersheds, and Ground water Resources	Consistent. No impacts.	Selected alternative minimizes encroachment on the drainageway.
(f) Historic Areas, Sites, Structures, and Objects	Consistent. Will not affect any historic areas or structures.	Consistent. No cultural resources of National Register potential would be impacted.
(g) Recreation Trails	Not Consistent.	Consistent. Will provide pedestrian/bicycle shoulder.
GOAL 6-Air, Water, and Land Resources. To maintain and improve the quality of the air, water, and land resources of the state.		
(a) Air Quality	Consistent.	Consistent. It will not increase any existing or contribute to a violation of air quality standard.
(b) Noise	Consistent.	In absence of applicable State Noise Standards, Federal Noise Standards were used and have been met.
(c) Water Quality	Consistent.	Consistent. Improved storm sewers and drainage ditches would maintain out-fall into Boeckman Creek without violating water quality standards.

Goal	No-Build	Build
GOAL 7-Areas Subject to Natural Disaster and Hazards. To protect life and property from natural disasters and hazards.		
(a) Stream Flooding	Consistent.	Consistent.
(b) Erosion and Deposition	Consistent.	Consistent.
(c) Landslides	Consistent.	Consistent.
(d) Weak Foundation Soils	Consistent.	Consistent.
GOAL 8-Recreational Needs. To satisfy the recreational needs of the citizens of the state and visitors.	Consistent. Recreation will not be affected.	Enhanced by pedestrian/bicycle access.
GOAL 9-Economy of the State. To diversify and improve the economy of the state.	Consistent.	Consistent. Will improve access to a proposed commercial complex and encourage future planned residential developments.
GOAL 10-Housing. To provide for housing needs of citizens of the state.	Consistent. Will not affect the orderly development of residential areas.	Consistent. Will encourage the residential development of area as identified in the Comprehensive Plan.
GOAL 11-Public Facilities and Services. To plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.	Consistent. Will not affect facilities and services.	Consistent. Will maintain or improve facilities and services, especially emergency vehicle services.
GOAL 12-Transportation. To provide and encourage a safe, convenient and economic transportation system.	Not consistent with Wilsonville's Comprehensive Plan.	Consistent with Wilsonville's Comprehensive Plan. Will provide a safer traffic and pedestrian/bicyclist transportation facility.

Goal	No-Build	Build
GOAL 13-Energy Conservation. to conserve energy.	Potential Conflict.	Consistent. Project would result in improved traffic flow and less fuel consumption.
GOAL 14-Urbanization. To provide for an orderly and efficient transition from rural to urban land use.	Not Consistent. Would cause increased congestion as the expected residential and commercial developments are established.	Consistent. The project will help facilitate the expected growth rate in residential and proposed commercial development.
GOAL 15-Willamette River Greenway. To protect natural qualities of lands along the Willametter River as the Willamette River Greenway.	Consistent	Consistent. The project is outside the Willamette River Greenway boundary.

APPENDIX C

CORRESPONDENCE

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage St. N.E.
Salem, Oregon 97310, Phone: 378-3732
Toll Free Number - 1-800-452-7813

APPLICANT: DOT, Highway Division

PROJECT TITLE: Boeckman Creek Bridge Wilsonville Rd., Clackamas County

DATE: July 7, 1982

The State has reviewed your project and reached the following conclusions:

☒ No significant conflict with the plans, policies or programs of state government have been identified.

☒ Relevant comments of state agencies are attached and should be considered in the final design of your proposal.

☐ Potential conflicts with the plans and programs of the state agency (s) have been satisfactorily resolved. No significant issues remain.

☐ Significant conflicts with the plans, policies or programs of state government have been identified and remain unresolved. The final proposal has been reviewed and the final comments and recommendations of the state are attached.

NOTICE TO FEDERAL AGENCY

The following is the officially assigned State Identifier Number

OR 820607-017-2

This number should be used on all correspondence and particularly on SF 424 as required by OMB A-95.

A copy of this notification and attachments, if any, must accompany your application to the federal agency as required by OMB A-95. Comments of the appropriate local reviewing agencies will be submitted to you separately and must also be included.

Kay L. Wilcox
A-95 Coordinator

PNRS #3
Revised 5/82

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage ST NE Salem, Oregon
Phone: 378-3732 97310

PNRS STATE REVIEW

JUL 2 1982

Project #: 820607-017-2 Return Date:

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed.

Clackamas- Oregon Dept. of Transportation

PROGRAM REVIEW AND COMMENT

TO STATE CLEARINGHOUSE: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

( ) It has no adverse effect.

( ) We have no comment.

☒ Effects, although measurable, would be acceptable.

( ) It has adverse effects. (Explain in Remarks Section)

( ) We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)

( ) Additional comments for project improvement. (Attach if necessary)

REMARKS (Please type or print legibly)

We recommend that all areas disturbed by re-vegetated with suitable cover to prevent erosion and sedimentation of Beckman Creek. The Clackamas County SWCD would like to see better erosion control than was used at the Canby Ferry site and also Stevens Rd. extension over Mt. Scott Creek.

Agency Soil + Water By Charles V. Liles/gr

Phone Number 8-3810

PNRS 8108 2 190

The Department of Fish and Wildlife has no objection to the proposed BoeckmanCreek Bridge Replacement Project in Clackamas County if the following provisions are observed during construction:

1. In-water work should be confined to the June 15 to October 15 period.
2. Adequate measures are taken to minimize turbidities which could arise during construction.
3. No pollutants of any type should be allowed to enter the waterway (i.e., petroleum products, fresh concrete, etc.).
4. Disturbed soils should be stabilized and revegetated.
5. All project debris should be removed from the stream.

If any environmental problems develop during construction please contact John Haxton, district fish biologist. Mr. Haxton can be contacted at 1120 South Baker Street, McMinnville, Oregon 97128, telephone number 472-1474.

We appreciate the opportunity to review and comment on this proposal.

cc: John Haxton

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HISTORIC PRESERVATION OFFICE
Parks and Recreation Division
525 TRADE STREET S.E., SALEM, OREGON 97310

February 3, 1982

In Reply Refer to
File No.:

PIETER DYKMAN
ENVIRONMENTAL SECTION
412 TRANSPORTATION BLDG
SALEM OR 97310

ATTN: MAXINE BANKS

Dear Mr. Dykman:

RE: Boeckman Creek Bridge Section
Wilsonville Road
Clackamas County

This letter is in response to the cultural resource survey carried out to assess impact of the above-mentioned project on historic and archeological sites.

After a careful review of the cultural resource survey carried out within the project area, our office can offer the following comments. We feel that no cultural resources of National Register potential have been identified which are likely to be impacted by this project. We therefore feel that Public Law 89-665 and Executive Order 11593 have been complied with and the project may go forward as planned.

Thank you for your cooperation and concern. If you have any questions, please call Leland Gilsen at 378-5023.

Sincerely,

D. W. Powers III
Deputy SHPO

DWP/LG:kc

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Area Office
2625 Parkmont Lane, S. W.
Olympia, Washington 98502

February 18, 1982

Mr. Craig Markham, Regional Environmentalist
Oregon Department of Transportation
Metropolitan Branch
5821 N. E. Glisan
Portland, Oregon 97213

Re: 1-3-82-SP-247
1-3-82-SP-248

Dear Mr. Markham:

This is in response to your letter, dated February 5, 1982, for information on listed and proposed endangered and threatened species which may be present within the area of the proposed Boeckman Creek Bridge Project and Cornell Road Project. Your request and this response are made pursuant to Section 7 of the Endangered Species Act of 1973, 16 U.S.C. 1531, et seq.

To the best of our present knowledge, there are no listed or proposed species occurring within the area of the subject project. Should a species become officially listed or proposed before completion of your project, you will be required to reevaluate the lead federal agency's responsibilities under the Act. We appreciate your concern for endangered species and look forward to continued coordination with your office.

Sincerely yours,

Joseph R. Blum
Area Manager

Attachments

cc: RO (AFA/SE)
ES, Portland
ODFW, Attn: Frank Newton
ONHP

LISTED AND PROPOSED ENDANGERED AND THREATENED SPECIES AND CANDIDATE SPECIES THAT MAY OCCUR WITHIN THE AREA OF THE PROPOSED BOECKMAN CREEK BRIDGE PROJECT

1-3-82-SP-247

LISTED

None

PROPOSED

None

CANDIDATE

None

Attachment A

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
ENV 3

TO: E. S. Hunter
Assistant State Highway Engineer

DATE: June 29, 1982

FROM: Gary A. Potter, Manager
Environmental Section

SUBJECT: Revised Environmental Assessment
Boeckman Creek Bridge
Wilsonville Road
Clackamas County

The subject document in the form of a revised Environmental Assessment has been reviewed and determined to adequately cover the natural and social environmental impacts of the project. The document concludes that the project will not have a significant impact on the environment.

If you agree, please sign below and return same to this office. The Federal Highway Administration will then be asked to make the formal Finding of No Significant Impact (FONSI), as required by 23 CFR Part 771.121.

6-30-82
Date

ES Hunter Concur
E. S. Hunter
Assistant State Highway Engineer

GAP:kh

Attachment

cc: J. H. Versteeg
F. E. Terpin
D. H. Moehring
Ed Hardt

RECEIVED
TECHNICAL SERVICES
JUN 29 '82
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
ENV 3

June 2, 1982

NOTED
E. S. HUNTER

TO REVIEWERS of the Environmental Assessment
Boeckman Creek Bridge
Wilsonville Road
Clackamas County
RS-A619(1)

This environmental assessment is being circulated for public and agency review. All comments should be mailed or delivered to:

Environmental Section
Oregon State Highway Division
412 Transportation Building
Salem, Oregon 97310

Very truly yours,

ORIGINAL SIGNED BY
GARY A. POTTER
Gary A. Potter, Manager
Environmental Section

GAP:lb

Attachment

bc: E. S. Hunter w/attach
E. L. Hardt w/attach
D. H. Moehring
Cheryl Maerz

RECEIVED
TECHNICAL SERVICES

JUN 4 '82

REFER TO

FC

Info	Inves	R/D	[illegible]	[illegible]	[illegible]	File

Form 734-3122

TABLE OF CONTENTS

PAGE

Description of the Proposed Action 1

Purpose and Need 2

Alternatives Considered. 3

Impacts 4

  Land Use. 4
  Socioeconomics. 6
  Traffic 7
  Natural Vegetation and Habitat. 8
  Soils 9
  Hydrology 10
  Air Quality 11
  Noise 11
  Cultural Resources. 14
  Utilities 14

Comments and Coordination. 14

Appendices

A) Acquiring Land for Highways and Public Projects

B) LCDC Goals Compliance Review

C) Correspondence

LIST OF TABLES

TABLE NUMBER	TITLE	PAGE
1	Average Daily Traffic and Roadway Capacity. . . .	8
2	Predicted Traffic Noise Levels.	12

LIST OF FIGURES

FIGURE NUMBER	TITLE
1	Project Location
2	Proposed Project Limits
3	Proposed Improvements Overall Plan
4	Typical Section
5	Land Use Map

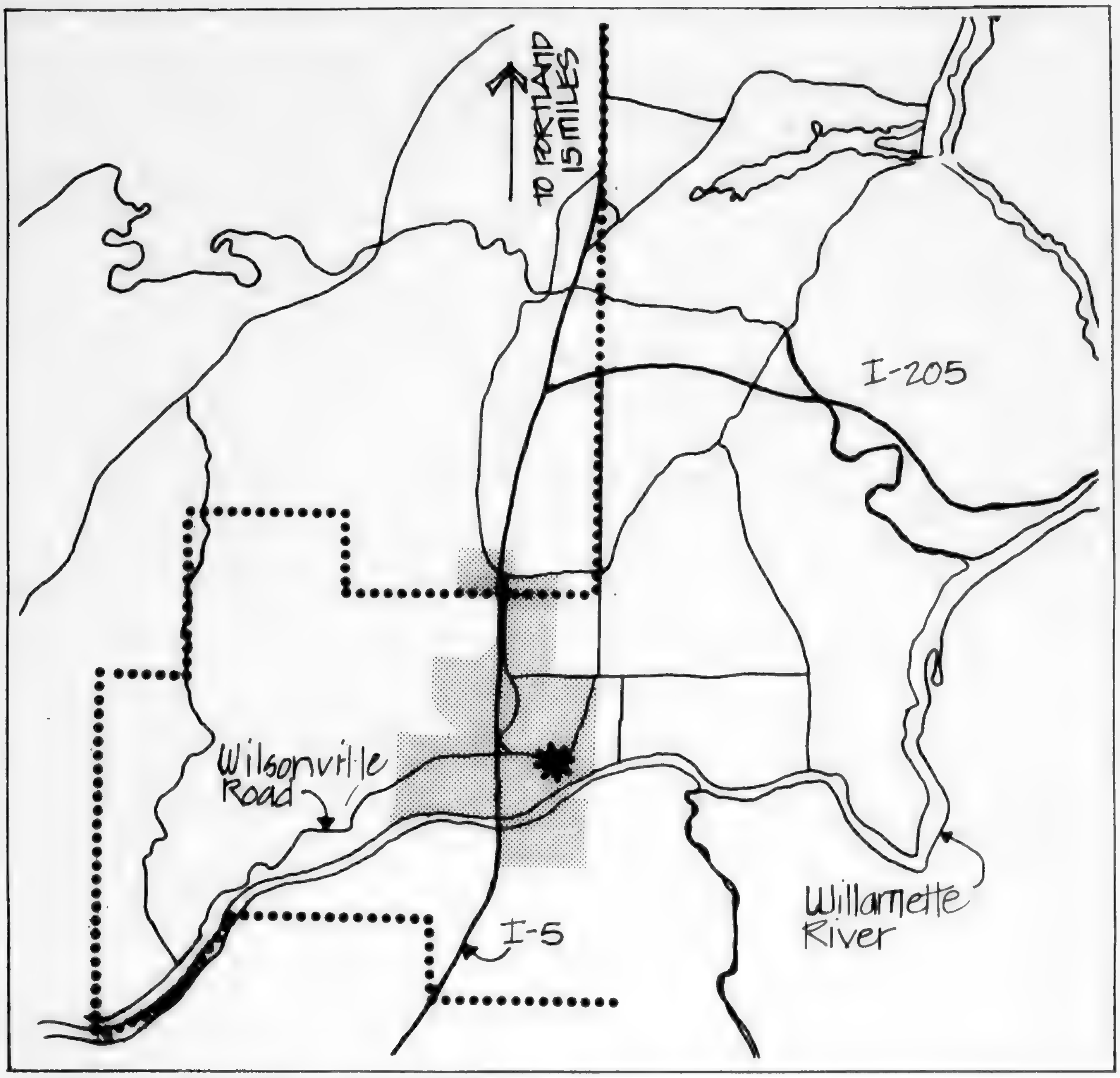
DESCRIPTION OF THE PROPOSED ACTION

The proposed project is located within the City of Wilsonville and would straighten and widen a portion of Wilsonville Road approximately three-quarters of a mile east of the I-5/Wilsonville interchange. Wilsonville Road is designated as a Clackamas County arterial roadway within the city, also referred to as Market Road No. 12. See Figure No. 1.

The Boeckman Creek drainage channel bisects the project site. Construction of a new bridge over Boeckman Creek approximately 500 feet north of the present crossing and the accompanying road realignment of Wilsonville Road is proposed (Figure 3). This realignment would by-pass the existing "S" curve and steep grade on Wilsonville Road west of the creek crossing. The old roadway and culvert crossing would remain to provide local access to the properties south of the proposed project. The existing road would intersect the improved section on the east and west ends of the proposed realignment.

Construction grading for the proposed project would be sufficient to accommodate a future 50 foot roadway width; however, a 40 foot two lane road is proposed in the initial improvement (Figure 4). This initial width would provide two 12-foot travel lanes with 8 foot paved shoulders for pedestrian and bicycle travel. A structure 247 feet in length spanning Boeckman Creek would be 53 feet wide and would have the design capability for future widening to 63 feet. In this manner, a four lane capacity is preserved for future widening of Wilsonville Road.

Overall length of the proposed realignment and bridge section is 2,250 feet. Excavation totalling 35,000 cubic yards and approach embankment placing 17,000 cubic yards of native material would be required. Project length and earthwork quantitites are based on a 6% maximum vertical grade design.


TO PORTLAND 15 MILES
I-205
Wilsonville Road
Willamette River
I-5

PROJECT LOCATION

✱ Bridge project location

▨ City of Wilsonville

•••••••••• Clackamas County boundary line.

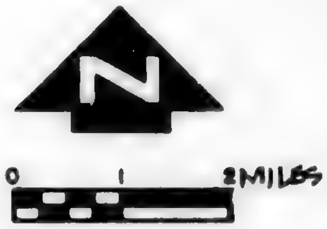
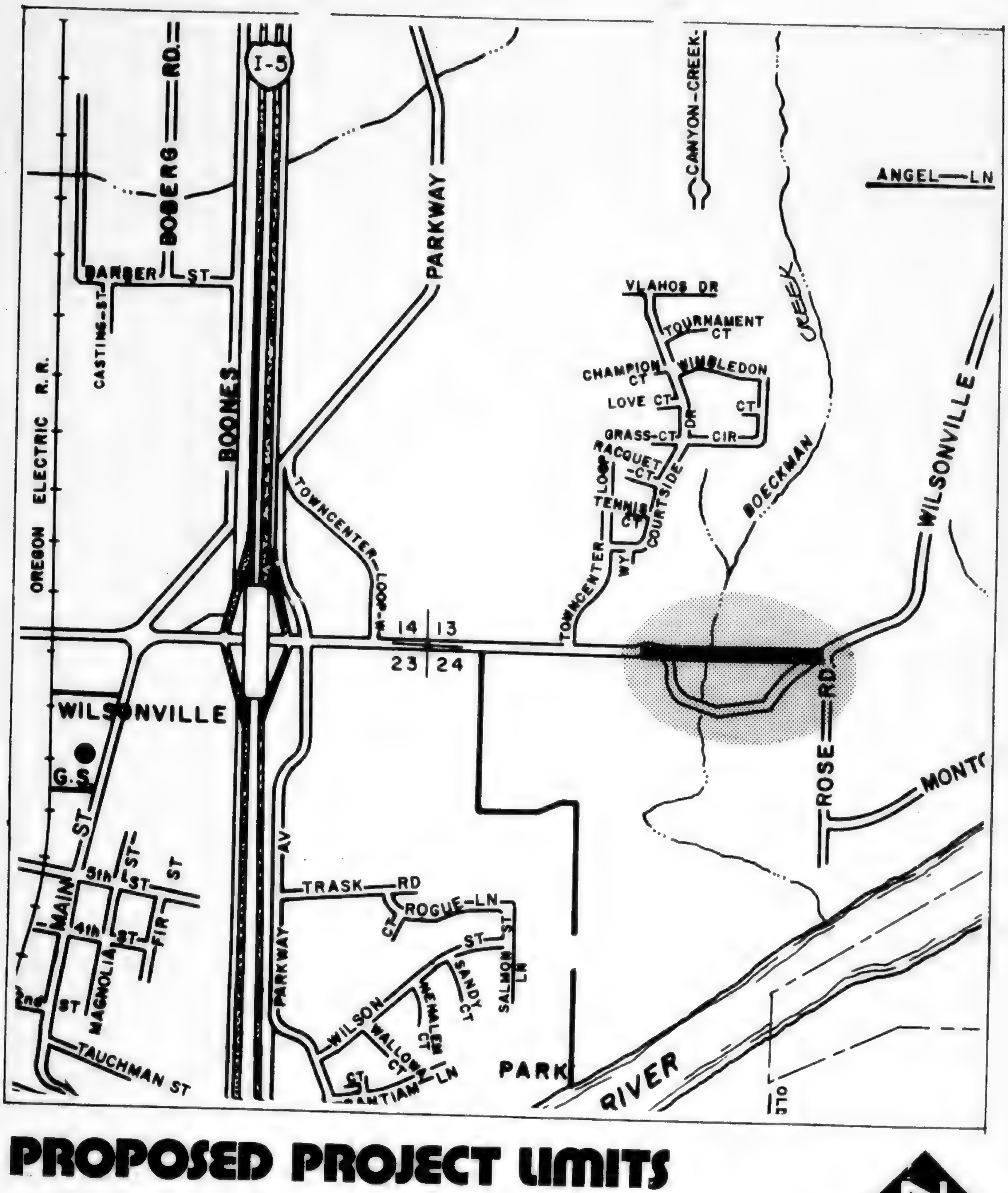


FIGURE 1


I-5
BOBERG RD.
BARBER ST
CASTING ST
OREGON ELECTRIC R.R.
BOONES
PARKWAY
CANYON CREEK
ANGEL LN
VLAHOS DR
TOURNAMENT CT
CHAMPION CT
WIMBLEDON
LOVE CT
CT
GRASS CT
DR
CIR
RACQUET CT
LOOP
COURTSIDE
TENNIS CT
WY
TOWNCENTER
CREEK
BOECKMAN
WILSONVILLE
TOWNCENTER LOOP
14
13
23
24
WILSONVILLE
G.S.
ROSE RD
MONTO
ST
MAIN
5th
4th
ST
FIR
ST
MAGNOLIA
2nd ST
TAUCHMAN ST
PARKWAY AV
TRASK RD
ROGUE LN
CT
ST
SANDY CT
SALMON LN
WILSON
WALLOWA CT
WENALEN CT
ST
SANTIAM LN
PARK
RIVER
OLD

PROPOSED PROJECT LIMITS

Boeckman Creek bridge & related road improvements.

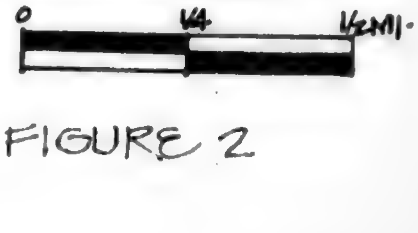
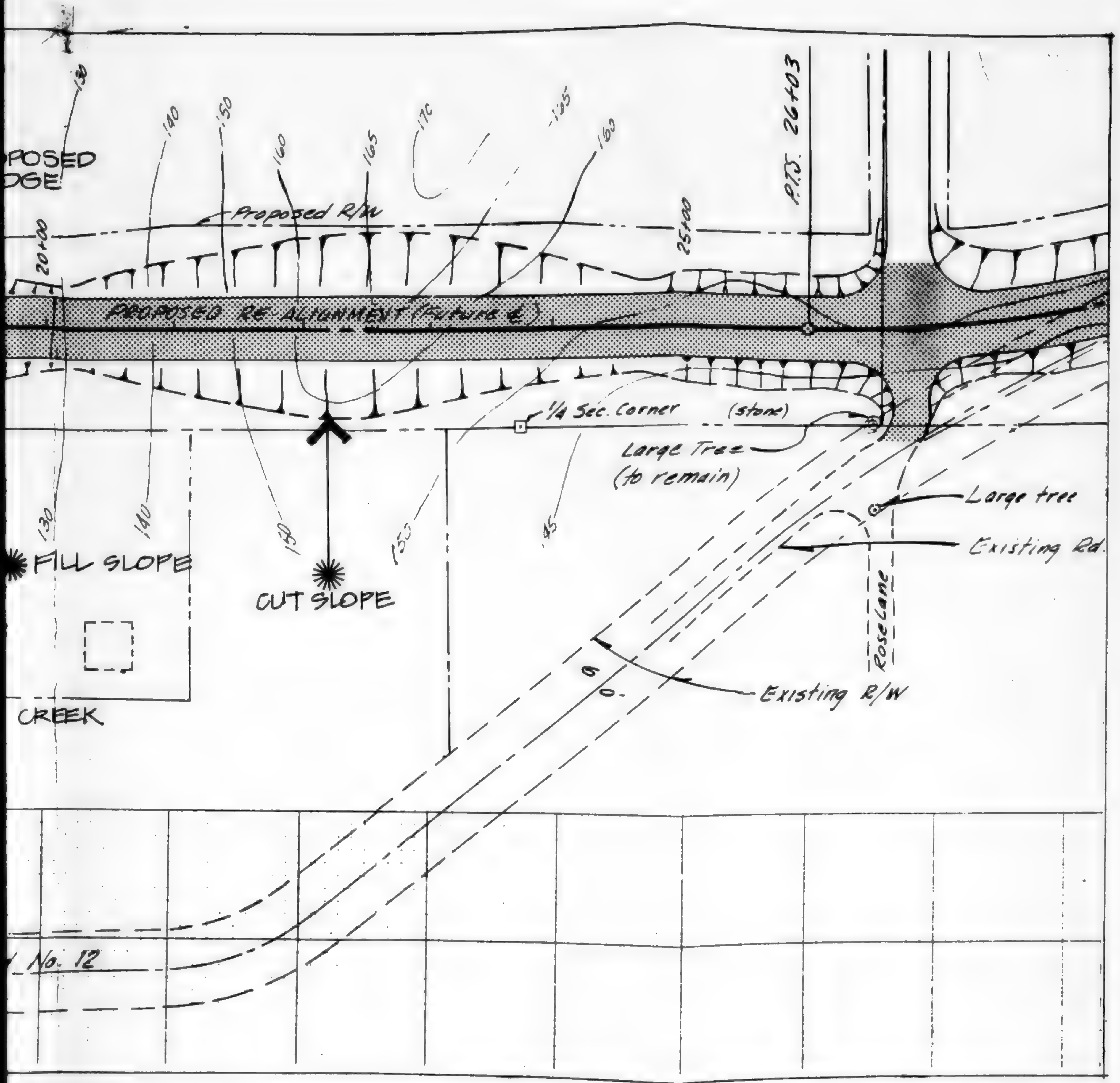


FIGURE 2

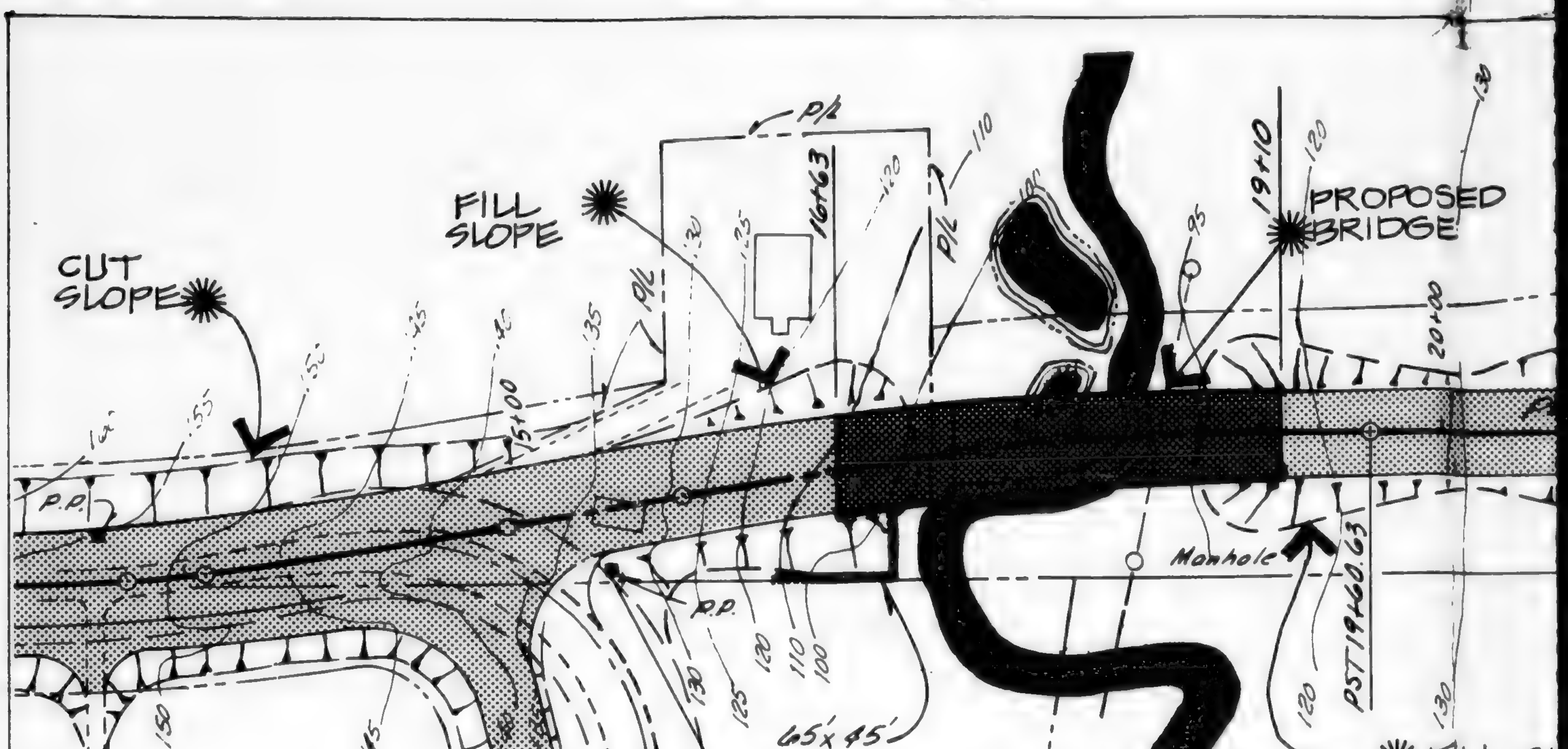

POSED
DGE
130
140
150
160
165
170
165
160
Proposed R/W
20+00
25+00
P.T.S. 26+03
PROPOSED RE ALIGNMENT (Future ℄)
1/4 Sec. Corner
(stone)
Large Tree
(to remain)
Large tree
Existing Rd.
Rose Lane
Existing R/W
FILL SLOPE
CUT SLOPE
CREEK
130
140
150
150
145
No. 12

RALL PLAN

north

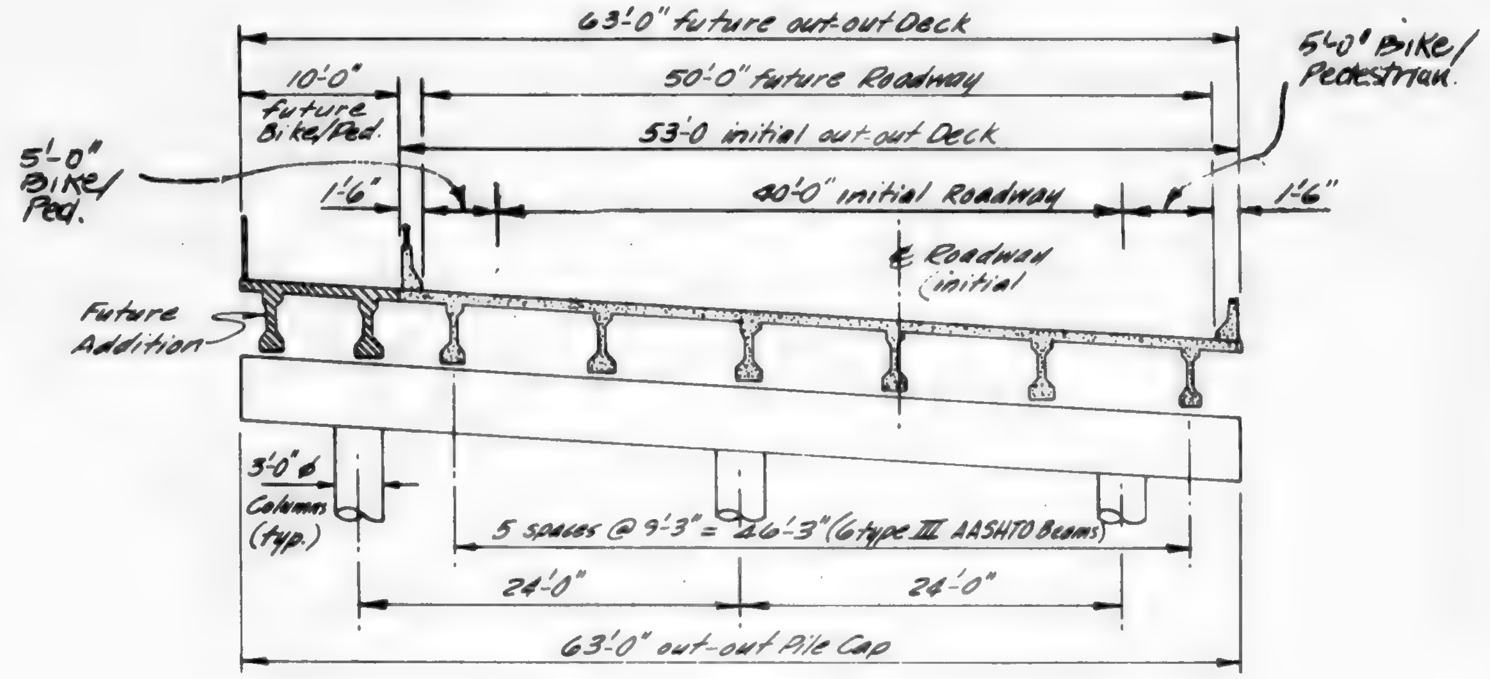
scale 1"=100'-0"

FIGURE 3

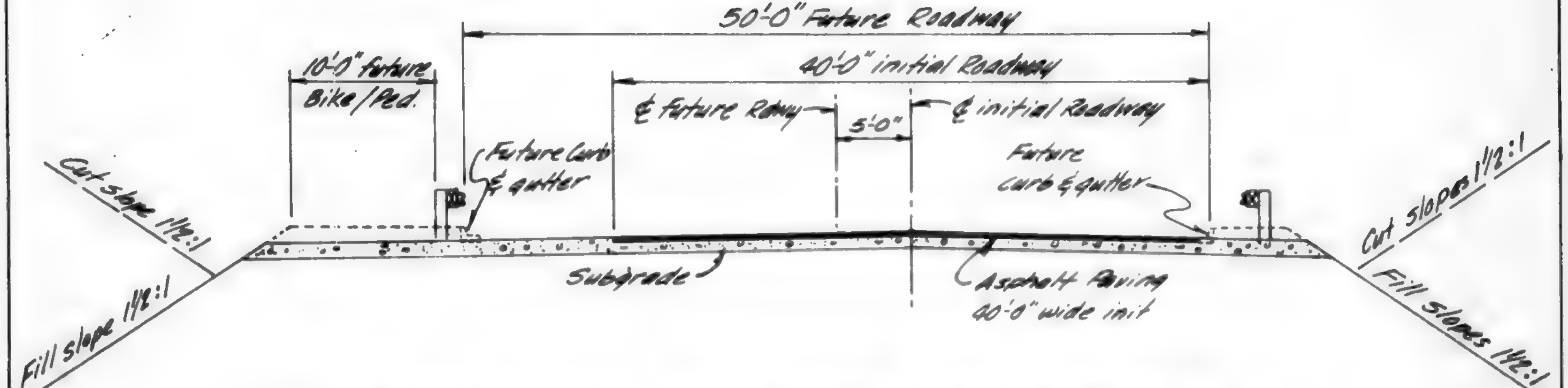

CUT SLOPE
FILL SLOPE
PROPOSED BRIDGE
P/L
16+63
19+10
15+00
20+00
P.P.
P.P.
Manhole
PST 19+60.63
65'x 45' reinf. conc. retaining wall.
Abandon Roadway
Existing R/W
BOECKMAN CREEK
FILL SL
Clackamas County Road No. 12
160
155
150
145
140
135
130
125
120
110
100
95
150
145
130
125
120
110
100
120
130

PROPOSED IMPROVEMENTS OVERALL

■ Proposed new bridge
▨ Proposed road realignment
〰 Boeckman Creek


63'-0" future out-out Deck
10'-0"
future Bike/Ped.
50'-0" future Roadway
5'-0" Bike/Pedestrian.
53'-0 initial out-out Deck
5'-0" Bike/Ped.
1'-6"
40'-0" initial Roadway
1'-6"
℄ Roadway initial
Future Addition
3'-0" ø Columns (typ.)
5 spaces @ 9'-3" = 46'-3" (6 type III AASHTO Beams)
24'-0"
24'-0"
63'-0" out-out Pile Cap

TYPICAL BRIDGE SECTION


50'-0" Future Roadway
10'-0" future Bike/Ped.
40'-0" initial Roadway
℄ future Rdwy
5'-0"
℄ initial Roadway
Future Curb & gutter
Future Curb & gutter
Cut slope 1½:1
Fill slope 1½:1
Subgrade
Asphalt Paving 40'-0" wide init
Cut slopes 1½:1
Fill slopes 1½:1

TYPICAL ROAD SECTION

FIGURE 4

A disposal site for the estimated 15,000 cubic yards of excess material is available at the City of Wilsonville waste water treatment facility approximately 2.5 miles west of the project.

Estimated cost of the proposal is $1,200,000. This estimate does not include a cost for necessary additional right-of-way which may be provided through private donation. Private sector funding would be used to finance the cost of the bridge. Public highway funds would finance the roadwork portion of the project cost.

PURPOSE AND NEED

Realignment of the project section of Wilsonville Road is proposed to improve the traffic flow and safety characteristics, and to provide sufficient capacity for future traffic.

The City of Wilsonville is experiencing both residential and commercial growth and has addressed the need for the proposed improvement in a transportation background report (on file at the Wilsonville City Offices) and in the City's Comprehensive Plan. Improvement of Wilsonville Road at the Boeckman Creek crossing has come to the forefront as a result of a condition of approval by the City for a proposed development by Nike, Inc. on a site adjacent to the existing alignment. The improvement of Wilsonville Road is necessary to eliminate a potential traffic hazard present in the poor horizontal and vertical alignments of the existing roadway.

Traffic analysis of the narrow, curving roadway through the project section indicates the roadway vehicle capacity at level of service "D" is approximately one-half of the normal capacity for this type roadway. See Table No. 1. Projection of the traffic volume for the year 2000 is above the calculated capacity established by the present roadway conditions. The proposed project would provide satisfactory traffic service through the year 2000.

ALTERNATIVES CONSIDERED

Four alternatives have been considered and are briefly discussed below.

No-Build Alternative

Under the No-Build Alternative, there would be no improvement of Wilsonville Road in the vicinity of Boeckman Creek. This potentially hazardous roadway section and the intersection at Rose Lane would remain as they presently exist.

Build Alternatives

The first Build Alternative suggested improvement of the existing roadway by easing the "S" curve at the westerly end of the project zone. This alternative would not achieve the desired free flowing traffic movement that a straightened alignment would provide and did not address widening or improvements near the intersection of Wilsonville Road and Rose Lane. Therefore, this alternative was not considered for advancement.

A second Build alternative called for a direct east-west alignment strategy. This alternative would have utilized two 72 inch diameter culverts 230 feet in length to rechannel Boeckman Creek under the elevated new roadway. In this alternative proposal, approximately 50,000 cubic yards of embankment material would be required to fill across the Boeckman Creek drainage. Although this would provide an operationally acceptable alignment, the impact resulting from rechanneling the waterway and the right-of-way required to contain the wide fill slopes made this alternative unacceptable for further consideration.

A third Build alternative proposed the construction of a 183 foot bridge span to replace the culverts identified in the second Build alternative. Changes in the length of the bridge structure and optional use of fill slope retaining walls, were analyzed. A structure span of 247 feet coupled with a 65 foot by 45 foot "L" shape retaining wall at the base of the west approach fill was selected as the preferred alternative. This alternative was selected for advancement because it would minimize encroachment onto the Boeckman Creek drainageway, and is supported by the city and local community interests.

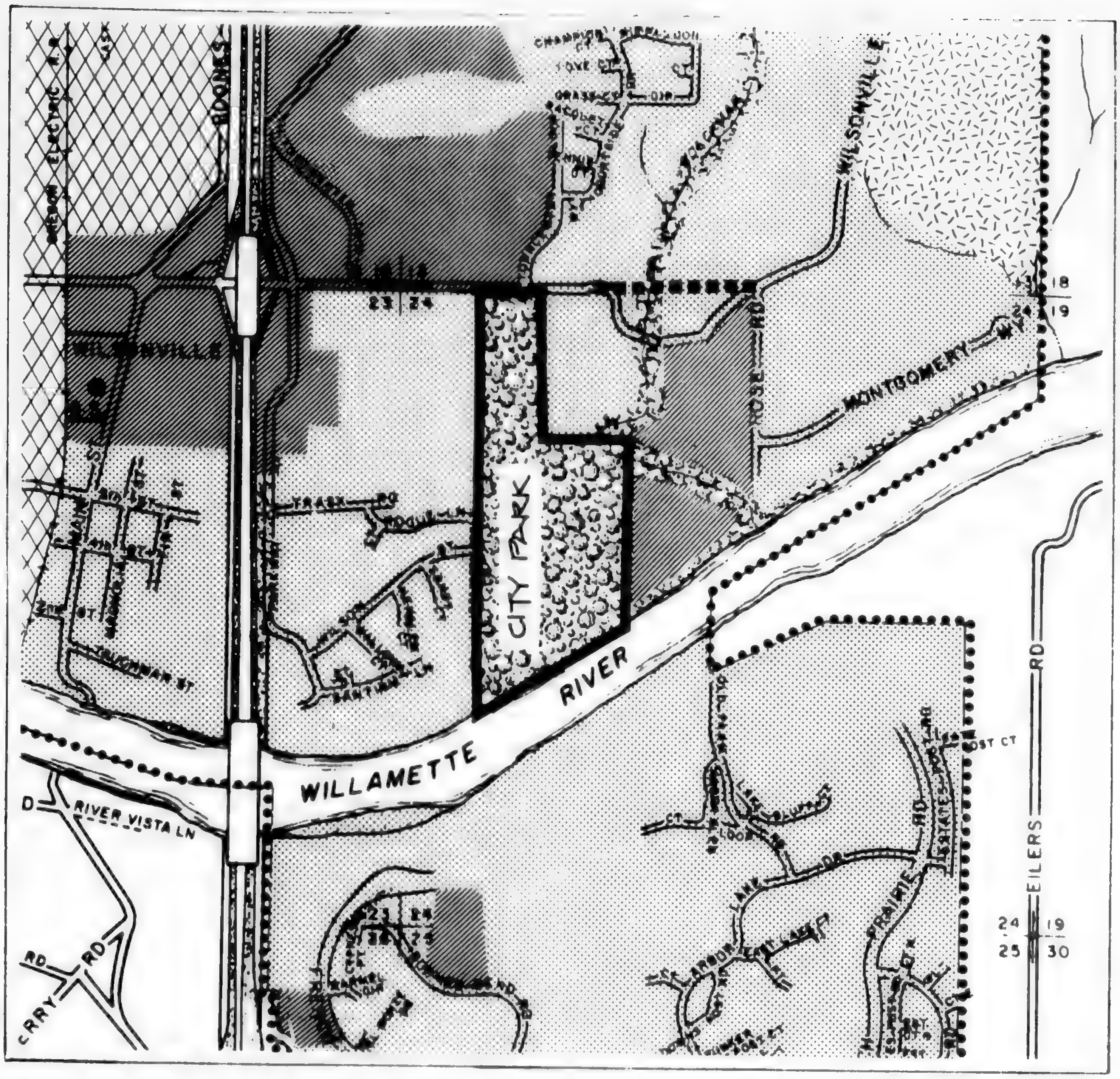
IMPACTS

Land Use

The land adjacent to the project section is characterized as rural and is devoted to small farms and rural homesite uses. These uses are coming under increased pressure due to urbanization. The project vicinity is presently planned urban and zoned Urban Low Density Residential or Commercial. See Figure No. 5.

The City of Wilsonville is considering the request for a commercial development by Nike, Inc. and has recently granted a zone change appropriate for the construction of their headquarters office complex and recreation facilities on a 38.5 acre site south of Wilsonville Road between the City Park and Rose Lane. The city has restricted development on this site until such time as there is implementation of an improvement project at the Wilsonville Road "S" curve. In the event of a No-Build, the zoning on the Nike property will return to Urban Low Density Residential.

Residential development of a 71 acre residential zoned site on the north side of the proposed alignment is being proposed by the owner, the Randall Corporation. Only 40% of this proposed site development will be permitted by the city until a site access east of Boeckman Creek and improvements to Wilsonville Road are provided.


WILSONVILLE
CITY PARK
WILLAMETTE
RIVER
MONTGOMERY WY
WILSONVILLE
ROSE RD
TRASK RD
RIVER VISTA LN
PRAIRIE RD
EILERS RD
23 24
18
19
24 19
25 30

LAND USE MAP

▨ Residential

▨ Commercial

▨ Industrial

▨ Open Space & City Park

▨ Public land

·········· City Limits

▪▪▪▪▪▪ Project location

N
0 1/8 1/4 MI

FIGURE 5

Planned construction of public school facilities on property east of Boeckman Creek are also contingent on the improvement of Wilsonville Road at the existing "S" curves.

Conditions of site development approval of the Nike and Randall properties would not be met under the No-Build Alternative.

Additional required right-of-way for the project will have an impact on existing land use by converting approximately 4.5 acres of land to roadway use. This land is presently devoted to orchard and wooded area, but is zoned for potential residential development.

One existing residence will be affected by the loss of a garage building, yard and parking area. The house on this affected homesite is located approximately 85 feet from the centerline of the proposed alignment at the westerly end of the proposed bridge structure.

Mitigation for right-of-way acquisition is in the form of benefits provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. These benefits are discussed in the Oregon Department of Transportations's property acquisition procedure program described in Appendix A.

Negotiations for the dedication of all the needed right-of-way are being pursued by the City of Wilsonville. Right-of-way dedications are a normal part of the development approval process, in this case, on property north of the project. The principal landholder is the Randall Corporation. In trade, developable land to the north of the project would be provided access to Wilsonville Road at the improved Rose Lane intersection.

The project is consistent with the adopted Wilsonville Comprehensive Plan providing a roadway with operational characteristics considered necessary to support the planned growth and development within the City of Wilsonville. The project improvement is a prerequisite to development and, in this way, is related to change in the existing land use. The Nike 38.5 acre site and a 71 acre Randall Corporation property are within the city's immediate growth boundary.

Wilsonville's land use plan is adopted but not yet acknowledged by the Land Conservation and Development Commission (LCDC). A review of the project's consistency with LCDC Goals and Guidelines was made and included in Appendix B. The project was found to be consistent with all applicable goals.

Socioeconomics

The proposed realignment of Wilsonville Road would facilitate the planned economic development of those properties gaining direct or indirect access to the improved roadway. It is estimated the proposed Nike headquarters, at full development phased in over 10 years, would provide office space for 1,000 employees.

The project would not require the relocation of any homes or businesses. Approximately 1.6 acres in filbert and holly production would be removed from agricultural use by the project. This reduction in production area would not have significant adverse impact to the agricultural base of the region.

There will be a short term, positive economic impact due to employment generated by the construction of the realigned roadway and bridge.

The bridge construction cost will be financed through a Local Improvement District formed by the City of Wilsonville. Public highway funds, limited to $440,000 would be provided for the balance of the project costs resulting from necessary grading and paving the proposed road realignment.

Traffic

Implementation of the proposed realignment of Wilsonville Road at the Boeckman Creek crossing would have a beneficial effect on traffic movement. Vehicle and pedestrian safety would improve by enabling through traffic to by-pass the potentially hazardous curves. Improved stopping sight distance and wider shoulders would increase the traffic capacity of the roadway. In contrast, the No Build alternative, would lead to severe congestion and increased traffic conflicts.

Table 1 below shows the 1981 and the projected year 2000 average daily traffic (ADT) for the project section of Wilsonville Road. It also shows the roadway capacity for both the Build and No Build alternative.

In developing traffic volume projections for the year 2000 under the No Build, it is assumed commercial development of the 38.5 acre Nike site would not occur. Under a residential zoning, the Nike site would contribute approximately 700 trips per day. Under the Build Alternative, because of the probability of subsequent approval and development of the Nike headquarters and associated development, this area would contribute 1200 trips per day onto the project section. A project would, therefore, realize a 500 trip per day increase over the No Build.

TABLE I

Average Daily Traffic and Roadway Capacity

			CAPACITY	
	1981 ADT	2000 ADT	LOS "C"	LOS "D"
BUILD	1000	6500	4500	9000
NO BUILD	1000	6000[1]	2000	5000[1]

The project will not directly affect the traffic growth. Significant changes in the traffic patterns are not expected as a result of the project.

Without roadway improvement, traffic service will deteriorate to a forced flow condition by the year 2000. A No-Build would lead to steadily deteriorated traffic safety and service.

[1] Report on Transportation, City of Wilsonville prepared by Carl Buttke, P.E. September-14-1980.

Natural Vegetation and Habitat

The proposed new alignment of Wilsonville Road passes through a steeply sloping area shaded by an overstory of Western Red Cedar and Douglas Fir trees. Native brushy vegetation and decidious trees are intermixed on the slopes. There is a developed home site on the west bank of Boeckman Creek with pathways leading through the trees to two small man-made ponds on a level area near the stream. There is little riparian vegetation. The creek may support cutthroat trout. Above the steep slope on the east side there is an established filbert orchard and a holly farm. This area offers protective cover for wildlife. There are no endangered species known to be present in the project area.

The City of Wilsonville intends to preserve this natural vegetation along the drainageway and to protect the run-off control and habitat provided along Boeckman Creek. An Open Space land use corridor 400 feet wide has been designated along the drainage course.

The proposed project would not alter the stream or two small ponds. The proposal would, however, remove approximately 12 trees at the crossing and would impact the orchards on the east side. Construction activities would have short-term effects on water quality due to placement of bridge footings and a temporary erosion potential on the fill slopes. Additional roadway pollutants entering Boeckman Creek carried by storm water runoff are not expected to significantly effect the stream's water quality. Work near the waterway would be scheduled during low flow periods to minimize adverse impacts to water quality and possible fish populations. (See Appendix C, Remarks from State Fish and Wildlife.) Reintroduction of vegetation on the roadway slopes would be required in the project.

SOILS

The project area is covered with silt loam soils in the Woodburn-Willamette soil association. These soils are classified by the Soil Conservation Service as: Class II on slopes of less than 12% and Class III on slopes greater than 12%. These are prime agricultural soils with depths in excess of five feet.

The Soil Conservation Service does not classify these soils as unique farmlands, since they support crops common throughout the Willamette Valley.

The project would require 4.5 acres of prime agricultuaral land for right-of-way purposes, removing the land from existing or potential agricultural use. Approximately one-third of this land is on slopes greater than 12%, or is occuped by the stream bed.

Since the project is also a prerequisite for eastward development within the City of Wilsonville, the project would also have the indirect effect of allowing urbanization that would remove additional prime agricultural land from production.

Hydrology

Boeckman Creek is a major drainage course on the east side of Wilsonville and is approximately 3 miles in length. It flows from north to south and enters into the Willamette River approximately one-half mile south of the project crossing. Boeckman Creek is a year round stream 5 feet wide. It has formed a steep sided ravine 70 feet lower than the surrounding topography at the proposed bridge location. The slopes of the drainage channel are somewhat unstable and susceptible to erosion. The stream begins to meander at the crossing site and has a 180 degree bend just south of the proposed new bridge. The channel at the project zone was cleared during the construction of sanitary sewer lines several years ago. However, above and below, stream flow is impeded by debris.

Boeckman Creek flows in a well defined channel within mud banks. There is evidence of seasonal variation in the water level and winter time turbidity is high. The area is above the 100 year flood plain of the Willamette River and has no wetlands.

The 247-foot span over Boeckman Creek would be sufficient in length to not require the alteration of the stream channel. The approach fill on the west side would be held partially by a retaining wall 25 feet from the center of the channel. On the east side, the toe of the approach fill would be 30 feet from the nearest point of the stream.

The proposed realignment of Wilsonville Road would produce an increased amount of storm run-off collected from the increased roadway and slope surface area. This additional run-off would flow into Boeckman Creek. The annual increase in run-off from the roadway only is estimated at 300,000 cubic feet and this peak additional flow entering Boeckman Creek is estimated at 1.7 cubic feet per second.

Air Quality

The amount and nature of vehicle emissions produced on a highway is dependent on the amount and speed of traffic, the type of vehicles mixed into the traffic stream and the roadway geometrics. The proposed project is not expected to induce a significant increase in traffic volume or influence a change in the percentage of heavy vehicles using the roadway. The project would, however, improve the roadway alignment and flatten the grade, thereby reducing vehicle deceleration and acceleration and the corresponding fuel demand needed on the existing section.

Improvement of these vehicle operating conditions would have a corresponding benefit in lowering emissions of Carbon Monoxide and Hydrocarbons. Nitrogen Oxides emissions do not respond in the same manner; instead, as vehicle speeds increase, Nitrogen Oxides emissions also increase. However, Nitrogen Oxides are not a significant problem in the project area and are below the limits set by the National Ambient Air Quality Standards. Lead emission levels will decrease in the future, as the number of cars powered by leaded gasoline decrease.

It is concluded that the project would result in a reduction in vehicular emissions and that the project would have no adverse impact on Air Quality.

NOISE

Noise levels are determined by two criteria, design noise levels which are Federal Highway Administration guidelines for acceptable noise levels, and significant noise increases. Significant noise increases occur when predicted noise levels are substantially higher than existing levels. In Oregon, an increase of 10 dBA above the existing levels, which is perceived as a doubling of loudness, is adopted as a significant noise increase.

The project has been analyzed for possible exterior noise impacts using a Leq of 67 dBA as the maximum acceptable level. The noise levels at any residence are not predicted to exceed the 67 dBA design noise level, under the worst projected condition, which is the peak truck hour for the year 2000 under the Build option. Noise mitigation measures are, therefore, not necessary under this criterion.

The easternmost residence (Res. 1) would experience an increase of 9 dBA in exterior noise levels from the year 1981 "No-Build" peak truck hour to the year 2001 "Build" peak truck hour. Under the same comparison, the westernmost residence (Res. 2) would experience an increase of 12 dBA in exterior noise levels and, therefore, would experience a significant noise increase. See Table No. 2.

TABLE NO. 2

PREDICTED NOISE LEVELS

PEAK TRUCK HOUR

	YEAR	AUTOS	TRUCKS	DISTANCE	SPEED (mph)	NOISE LEVEL (dBA, Leq)	NOISE LEVEL INCREASE
Res.	1981	60	4	100'	25	50	n/a
1	2001	390	27	100'	40	59	9
Res.	1981	60	4	200'	25	50	n/a
2	2001	30	27	80'	40	62	12

Sound barriers were considered as a method to mitigate the noise impacts, but were not recommended. Construction of a barrier near Residence 1 would encroach onto private property and was not considered cost-effective. Residence 2 would be below the elevation of the proposed roadway and the barrier would need to be opened to provide driveway access. Alternatives to the proposed design are not possible without causing undue increases in noise at one of the other residences.

Construction noise is anticipated as a temporary noise impact in this project. To minimize this impact, the following construction noise abatement measures will be included in the project construction specifications:

1. No construction shall be performed within 1000 feet of an occupied dwelling unit on Sundays, legal holidays and between the hours of 10:00 p.m. and 6:00 a.m. on other days without the approval of the engineer.

2. All equipment used shall have sound control devices no less effective than those provided on the original equipment. No equipment shall have an unmuffled exhaust.

3. All equipment shall comply with pertinent equipment noise standards of the U.S. Environmental Protection Agency.

Should a specific noise impact complaint occur during the construction of the project, the contractor at his own expense may be required to implement one or more of the following noise mitigations as directed by the engineer.

1. Locate stationary construction equipment as far from nearby noise sensitive properties as possible.

2. Shut off idling equipment.

3. Schedule noise construction operations near the middle of the day.

4. Notify nearby residents whenever extremely noisy work will be occurring.

5. Install permanent or portable acoustic barriers around stationary construction noise sources.

A copy of the complete noise study report will be sent to the City of Wilsonville. This report will assist in local land use planning to advise future developments of the anticipated roadway noise levels.

CULTURAL RESOURCES

An historic properties survey was conducted in January, 1982, in the project affected area. Neither the No-Build nor Build Alternative of the Boeckman Creek Bridge project would affect historic properties listed, nominated or considered eligible for the National Register of Historic Places.

An archeological reconnaissance survey along the project alignment was conducted on February 2, 1982. No archeological sites were found in the project affected area.

A letter documenting cooperation with the State Historic Preservation Office on the above findings is contained in Appendix C.

UTILITIES

There are several utilities that would be affected by the project. Electric power and telephone poles and underground telephone and gas lines will have to be adjusted or relocated by the utility companies at their expense. City Water System line would need to be extended to the east as future urban development occurs. The bridge structure would be designed to serve utility attachments. Affected utilities include Portland General Electric Co., Northwest Natural Gas Co. and General Telephone Co.

COMMENTS AND COORDINATION

An A-95 Review was initiated at the beginning of the project planning process. Responses were received from the Division of State Lands, the Oregon Department of Fish and Wildlife, and the State Historic Preservation Office. Copies of their review and comments are included in Appendix C.

The project has been, and will continue to be, coordinated with Clackamas County, City of Wilsonville, Oregon Department of Transporation and Nike, Inc.

A citizens informational meeting was held on April 27, 1982, and general public support for the project was received.

ACQUIRING LAND FOR HIGHWAYS AND PUBLIC PROJECTS

A description of the
Department of Transportation
land acquisition program

OREGON
DEPARTMENT
OF
TRANSPORTATION

When expanding or improving highway facilities in Oregon, the Department of Transportation has the task of acquiring rights-of-way. It is the aim and desire of the Department to obtain these necessary rights-of-way with fairness and equity to all.

The State is empowered to acquire private property for public use in order to provide the greatest good for the greatest number. With this power goes the obligation to protect the rights of the individual property owner. The Department of Transportation thus has a dual responsibility–recognition and protection of the individuals who are affected by acquisition of land and competent and efficient service to the public.

PUBLIC HEARINGS

Public hearings, when requested, are held during the location and design stages of a project. Such hearings afford each person or agency full opportunity for effective public participation to ensure that highway locations and designs are consistent with Federal, State, and local goals and objectives.

The first hearing is held after preliminary studies have been made on several possible corridor routes. The data gathered in the studies is presented at a "Corridor Hearing". During the course of the hearing, testimony from interested persons is recorded for study by Department of Transportation personnel and the Oregon Transportation Commission.

Upon selection of a corridor location by the Transportation Commission, a detailed survey within that corridor is made and a preliminary design plan developed for later presentation at a "Design Hearing". During the course of the survey, a Liaison Agent attempts to interview all property owners affected concerning the effect the proposed highway has on their ownerships.

The holding of "Design Hearings" provides all interested persons and public agencies an opportunity to present testimony for consideration of final highway design.

In an instance where a choice of corridors is not involved, such as in the case of an improvement project on an existing highway, a single "Combination Corridor - Design Hearing" may be held.

After all data and testimony have been studied, a final design is adopted by the Transportation Commission and the acquisition of necessary rights-of-way is authorized. The parcels of property needed for the improvement will be described, and the right-of-way acquisition activities can commence.

APPRAISAL PROCEDURE

Department of Transportation appraisal procedures, which are designed to protect both the property owner and the taxpayer's dollar, call for an appraisal of every parcel of right-of-way. These appraisals are performed by a staff appraiser, a professional fee appraiser, or both. When business and commercial properties are involved, more appraisers may be assigned. The property owner or his designated representative will be given an opportunity to accompany the appraiser during his inspection of the property.

The appraisers consider every indicator of value. Their differences in findings, if any, are studied and reconciled. The results are checked by the Department of Transportation Right of Way officials and then approved for acquisition.

This thoroughness, plus the busy work schedules of the professional fee appraisers, explains the occasional delays between the time of the appraisal and the arrival of the Right of Way Agent.

THE RIGHT OF WAY AGENT

The Right of Way Agent who calls on the property owner has studied the appraisal and can illustrate with maps and other data how the right-of-way will affect the property. The Agent has been authorized to recommend a price and obtain an option to purchase the property, which option is subject to approval of his supervisors and the Oregon Transportation Commission. It should be noted that the Agent is unable, under the procedures governing him, to engage in "horse trading"; he is confined to those monetary values indicated by appraisal.

It is desirable to complete acquisition and transfer as soon as possible, but not at the expense of the owner's thoughtful consideration of the State's proposal.

MARKET VALUE

Before the initiation of negotiations for real property, the Department of Transportation will establish an amount which is believed to be just compensation and will make a prompt offer to acquire the property for the full amount so established. In no event will the amount be less than the approved appraisal of the fair cash market value of the property. Fair cash market value may be defined as the price a willing buyer would pay for a property offered by a willing seller with neither party having any obligation to either buy or sell. This is known as the "willing buyer - willing seller" concept and is the basis for "market value".

In instances in which only a portion of a property is to be acquired, the compensation is based on either the value of the land taken and damages to the remainder, if any, or the "before-and-after" method. This means that the owner's loss is equal to the difference in the market value of his property before the State's acquisition and its market value immediately thereafter.

Any decrease or increase in the fair cash market value of the real property prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.

Property damage payments, under Oregon law, can be made only to those persons whose property is actually purchased or used by the Department of Transportation.

MOVING IMPROVEMENTS

The law states that the property owner is entitled to money for his property; however, if he wishes to have his house or buildings moved, this may be done provided certain conditions are met.

The property owner must agree to such a move, and the total cost to the State must be less than a cash purchase.

The property owner must make his own arrangements for moving the building. The State is not able to undertake the work nor to contract the work for the owner.

PAYMENT

An understanding of the processing of a signed agreement and the payment by check will alleviate some of the concern about a seemingly delayed payment.

The option agreement must be approved by the Oregon Transportation Commission. After approval has been received, the property owner is notified of acceptance and conveyance of the title and payment may proceed. No payment of State funds may be made until a warranty deed conveying clear title has been recorded in the appropriate County records.

Any encumbrances to the title, such as unpaid taxes, assesments, mortgages, outstanding leases, or the like, must be cleared by releases prior to preparation of a voucher. At the time the deed is available for recording, a voucher is prepared and forwarded to the Highway Division Controller for preparation of a check in payment for the property. Under normal circumstances, in which no cloud obscures the title, about four weeks elapse between the time a deed is received from the property owner and the time a check is mailed to him.

In the event the property owner is unable to convey and clear title satisfactorily to the State, or in the event the State and the property owner cannot reach a mutually-satisfactory agreement, a condemnation action will be filed and the amount established by the State as just compensation will be deposited with the court for distribution in accordance with the order of the court.

POSSESSION

At the time negotiations begin with a property owner, all tenants on the property as well as the owner will be notified in writing that it is the intent of the Department of Transportation to acquire the property and give the requirements for relocation benefits.

No person lawfully occupying real property shall be required to move from his home, farm or business without at least 90 days' written notice. The displacee will be notified 30 or more days prior to the date the property must be vacated. The 30-day notice will not be given until the property owner has been paid for his property.

The Department is aware of the need of a reasonable time for relocation. If a property is not needed for several months, continued occupancy may be permitted at a reasonable rental through the Regional Property Agent.

EMINENT DOMAIN

The property owner need not accept the State's offer or enter into an agreement he feels to be unfair. A refusal is simply a case of disagreement between the two parties on the value of the property. The Department of Transportation, in the expenditure of public funds, is restricted to competent appraisals in ascertaining fair cash market value.

The Department is ready and willing to reconsider its position in light of any new evidence of value presented by the owner, including a documented professional appraisal procured by the owner.

Only in the event the parties are unable to agree as to the compensation to be paid, or the owner cannot clear title, will a condemnation suit be filed. Time for an extended discussion on some projects may not be available if the State and the highway users are to avoid the loss of considerable money due to any delay in a project. Discussions can, of course, continue even after a suit is filed. The filing of the suit permits the State, under Oregon law, to authorize the contractor to enter on the property.

RIGHT OF WAY OFFICES

For the service and convenience of those affected by highway activities, the Oregon Department of Transportation maintains fully staffed Regional Right of Way Offices at the following locations:

5821 NE Glisan Street
Portland 97213
Telephone No.
238-8215

9200 McLoughlin Blvd.
Milwuakie 97202
Telephone No.
653-3113

2960 State Street
Salem 97310
Telephone No.
378-2641

1058 W. Harvard
Roseburg 97470
Telephone No.
440-3383

North The Dalles-
California Highway
Bend 97701
Telephone No.
388-6196

2111 Adams Street
La Grande 97850
Telephone No.
963-3177

Persons having questions concerning right-of-way matters are encouraged to contact the nearest Regional Office.

QUESTIONS AND ANSWERS

ACQUISITION

1. What authority does the Right of Way Agent have in acquiring the property?

The Agent has authority to attempt to agree as to price and to submit his recommendation for presentation to the Oregon Transportation Commission.

2. Can the Right of Way Agent make a formal offer for the property?

   No, he cannot. Only the Transportation Commission or its designated representative has authority to make an offer. The Agent may recommend a price for the necessary parcel.

3. Is earnest money received if an option is signed?

   No. If the option is accepted by the Commission, the amount involved is mailed after the processing of the option.

4. What courses does the property owner have if negotiations fail?

   He has the right to have a jury hear the case and make an award.

PAYMENT

1. Who prepares the deed and clears the title?

   The Salem Right of Way Office of the Department of Transportation prepares and records most of the documents necessary to convey clear title; however, it is the property owner's obligation to secure signatures on any documents which may be necessary to provide clear title.

   The State orders and pays for title insurance unless other arrangements are made.

2. How does the property owner know the State will fulfill its obligation?

   The option approved by the Transportation Commission remains a binding contract even after the deed is signed. The State is bound by this agreement as to its own obligations; and, by the same token, it cannot exceed the authority contained therein.

3. Can the property owner rent or buy buildings?

   Unless other specific arrangements are made, buildings will be sold at public auction after proper notification in the newspapers. All sales and rentals are handled by the Regional Property Agent.

CONSTRUCTION FEATURES

1. Why is new right-of-way necessary? Why can't the present highway be rebuilt?

   The standards of the new Federal-aid highways, as established by the State and the Federal Highway Administration, are such that rebuilding many of the present highways to meet these standards is not economically sound. In addition, most of these existing highways will be needed to assist the freeways in carrying the heavy volume of traffic. In some cases, the present improved highway is to be used as two of the four lanes of the new freeway.

2. Who determines the necessity, location, width of rights-of-way, access control, and schedule of construction for new State highways and public projects?

   The Oregon Transportation Commission, upon recommendation of the Administrator and State Highway Engineer, and the Federal Highway Administration when required.

VALUE

1. How does the State arrive at the value of the property?

   Real estate appraisals are prepared and submitted by staff or fee appraisers, or both.

   A staff appraisal is one which is prepared by an employee of the Department of Transportation who is qualified by education, training, and experience to make property appraisals.

   A fee appraisal is one prepared by a professional appraiser who is employed for a particular job. He is not a State employee, but an independent appraiser whose services are generally available to anyone wishing to retain him.

2. How about the appraiser the property owner hires?

   The Department will gladly examine with open mind the appraisal prepared for the owner. If it is a fully-documented appraisal, the State review staff is authorized to give it the same consideration as those prepared for the State.

Rev. 1-82

APPENDIX A

Acquiring Land for Highways and Public Projects

APPENDIX B

LCDC Goal Compliance Review

Goal	No-Build	Build
GOAL 1-Citizen Involvement. To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.	Not Applicable	Consistent. Project requires formation of an LID to secure the total project funds. Citizen input was solicited during public process for the formation of the LID and a hearing would be afforded.
GOAL 2-Land Use Planning. To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions. (This goal requires state actions to be consistent with LCDC acknowledged local comprehensive plans.)	Not consistent with City of Wilsonville Comprehensive Plan policies for arterial streets.	Consistent. Project is compatible with policies set forth in the Wilsonville Comprehensive Plan.
GOAL 3-Agricultural Lands. To preserve and maintain agricultural lands.	Goal 3 and Goal 4 do not apply. The land affected by the project is within an approved Urban Growth boundary.	
GOAL 4-Forest Lands. To conserve forest lands. GOAL 5-Open Spaces, Scenic, and Historic Areas and Natural Resources. To conserve open space and protect natural and scenic resources.		
(a) Open Space	Consistent. No open space affected.	Will require acquisition of small portion of the Boeckman Creek drainage course. Roadway slopes will be revegetated with native materials.

Goal	No-Build	Build
(b) Fish and Wildlife Areas and Habitat.	Consistent. No Change	Potential impact to Boeckman Creek during bridge construction. The project would permit fish passage and construction would be timed to minimize short term erosion.
(c) Ecologically and Scientifically Significant Natural Areas	Consistent. Would not affect natural areas.	Consistent. Will not affect significant natural areas.
(d) Outstanding Scenic Views and Sites	Consistent. Will not affect scenic views and sites.	Consistent. Will not affect scenic views and sites.
(e) Water Areas, Wetlands, Watersheds, and Ground water Resources	Consistent. No impacts.	Selected alternative minimizes encroachment on the drainageway.
(f) Historic Areas, Sites, Structures, and Objects	Consistent. Will not affect any historic areas or structures.	Consistent. No cultural resources of National Register potential would be impacted.
(g) Recreation Trails	Not Consistent.	Consistent. Will provide pedestrian/ bicycle shoulder.
GOAL 6-Air, Water, and Land Resources. To maintain and improve the quality of the air, water, and land resources of the state.		
(a) Air Quality	Consistent.	Consistent. It will not increase any existing or contribute to a violation of air quality standard.
(b) Noise	Consistent.	In absence of applicable State Noise Standards, Federal Noise Standards were used and have been met.
(c) Water Quality	Consistent.	Consistent. Improved storm sewers and drainage ditches would maintain out-fall into Boeckman Creek without violating water quality standards.

Goal	No-Build	Build
GOAL 7-Areas Subject to Natural Disaster and Hazards. To protect life and property from natural disasters and hazards.		
(a) Stream Flooding	Consistent.	Consistent.
(b) Erosion and Deposition	Consistent.	Consistent.
(c) Landslides	Consistent.	Consistent.
(d) Weak Foundation Soils	Consistent.	Consistent.
GOAL 8-Recreational Needs. To satisfy the recreational needs of the citizens of the state and visitors.	Consistent. Recreation will not be affected.	Enhanced by pedestrian/bicycle access.
GOAL 9-Economy of the State. To diversify and improve the economy of the state.	Consistent.	Consistent. Will improve access to a proposed commercial complex and encourage future planned residential developments.
GOAL 10-Housing. To provide for housing needs of citizens of the state.	Consistent. Will not affect the orderly development of residential areas.	Consistent. Will encourage the residential development of area as identified in the Comprehensive Plan.
GOAL 11-Public Facilities and Services. To plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.	Consistent. Will not affect facilities and services.	Consistent. Will maintain or improve facilities and services, especially emergency vehicle services.
GOAL 12-Transportation. To provide and encourage a safe, convenient and economic transportation system.	Not consistent with Wilsonville's Comprehensive Plan.	Consistent with Wilsonville's Comprehensive Plan. Will provide a safer traffic and pedestrian/bicyclist transportation facility.

Goal	No-Build	Build
GOAL 13-Energy Conservation. to conserve energy.	Potential Conflict.	Consistent. Project would result in improved traffic flow and less fuel consumption.
GOAL 14-Urbanization. To provide for an orderly and efficient transition from rural to urban land use.	Not Consistent. Would cause increased congestion as the expected residential and commercial developments are established.	Consistent. The project will help facilitate the expected growth rate in residential and proposed commercial development.
GOAL 15-Willamette River Greenway. To protect natural qualities of lands along the Willametter River as the Willamette River Greenway.	Consistent	Consistent. The project is outside the Willamette River Greenway boundary.

APPENDIX C

CORRESPONDENCE

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage ST NE Salem, Oregon
Phone: 378-3732 97310

RECEIVED
AUG 17 1981
DIVISION OF STATE LANDS

PNRS STATE REVIEW

Project #: 8108 2 190 Return Date: SEP 04 1981

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed.

RECEIVED
SEP - 8 1981
DIVISION OF STATE LANDS

PROGRAM REVIEW AND COMMENT

TO STATE CLEARINGHOUSE: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

( ) It has no adverse effect.

( ) We have no comment.

( ) Effects, although measurable, would be acceptable.

( ) It has adverse effects. (Explain in Remarks Section)

( ) We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)

(✓) Additional comments for project improvement. (Attach if necessary)

REMARKS (Please type or print legibly)

✓ If the project would require the removal, fill or alteration of 50 cubic yards or more of material within the banks of the waterway(s), we urge the applicant to apply for state fill or removal permits well in advance of construction deadlines to prevent unnecessary project delays. Specific information on the need for permits may be obtained from the Division of State Lands' office at 1445 State Street, Salem, OR 97310. Phone 378-3805.

Thank you for the opportunity to comment on this project.

Agency Lands By E.H.
Phone Number x-3259

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage ST NE Salem, Oregon
Phone: 378-3732 97310

AUG 31 1981

PNRS STATE REVIEW

Project #: 8108 2 190 Return Date: SEP 04 1981

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( ) We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)

(X) Additional comments for project improvement. (Attach if necessary)

REMARKS (Please type or print legibly)

Agency Fish & Wildlife By James D. [illegible]
Phone Number 229-5679

PNRS 8108 2 190

The Department of Fish and Wildlife has no objection to the proposed BoeckmanCreek Bridge Replacement Project in Clackamas County if the following provisions are observed during construction:

1. In-water work should be confined to the June 15 to October 15 period.
2. Adequate measures are taken to minimize turbidities which could arise during construction.
3. No pollutants of any type should be allowed to enter the waterway (i.e., petroleum products, fresh concrete, etc.).
4. Disturbed soils should be stabilized and revegetated.
5. All project debris should be removed from the stream.

If any environmental problems develop during construction please contact John Haxton, district fish biologist. Mr. Haxton can be contacted at 1120 South Baker Street, McMinnville, Oregon 97128, telephone number 472-1474.

We appreciate the opportunity to review and comment on this proposal.

cc: John Haxton

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HISTORIC PRESERVATION OFFICE
Parks and Recreation Division
525 TRADE STREET S.E., SALEM, OREGON 97310

February 3, 1982

In Reply Refer to
File No.:

PIETER DYKMAN
ENVIRONMENTAL SECTION
412 TRANSPORTATION BLDG
SALEM OR 97310

ATTN: MAXINE BANKS

Dear Mr. Dykman:

RE: Boeckman Creek Bridge Section
Wilsonville Road
Clackamas County

This letter is in response to the cultural resource survey carried out to assess impact of the above-mentioned project on historic and archeological sites.

After a careful review of the cultural resource survey carried out within the project area, our office can offer the following comments. We feel that no cultural resources of National Register potential have been identified which are likely to be impacted by this project. We therefore feel that Public Law 89-665 and Executive Order 11593 have been complied with and the project may go forward as planned.

Thank you for your cooperation and concern. If you have any questions, please call Leland Gilsen at 378-5023.

Sincerely,

D. W. Powers III
Deputy SHPO

DWP/LG:kc

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Area Office
2625 Parkmont Lane, S. W.
Olympia, Washington 98502

February 18, 1982

Mr. Craig Markham, Regional Environmentalist
Oregon Department of Transportation
Metropolitan Branch
5821 N. E. Glisan
Portland, Oregon 97213

Re: 1-3-82-SP-247
1-3-82-SP-248

Dear Mr. Markham:

This is in response to your letter, dated February 5, 1982, for information on listed and proposed endangered and threatened species which may be present within the area of the proposed Boeckman Creek Bridge Project and Cornell Road Project. Your request and this response are made pursuant to Section 7 of the Endangered Species Act of 1973, 16 U.S.C. 1531, et seq.

To the best of our present knowledge, there are no listed or proposed species occurring within the area of the subject project. Should a species become officially listed or proposed before completion of your project, you will be required to reevaluate the lead federal agency's responsibilities under the Act. We appreciate your concern for endangered species and look forward to continued coordination with your office.

Sincerely yours,

Joseph R. Blum
Area Manager

Attachments

cc: RO (AFA/SE)
ES, Portland
ODFW, Attn: Frank Newton
ONHP

LISTED AND PROPOSED ENDANGERED AND THREATENED SPECIES AND CANDIDATE SPECIES THAT MAY OCCUR WITHIN THE AREA OF THE PROPOSED BOECKMAN CREEK BRIDGE PROJECT

1-3-82-SP-247

LISTED

None

PROPOSED

None

CANDIDATE

None

Attachment A

9591

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project RS-A619(1)
Boeckman Creek Bridge
Wilsonville Road, Clackamas County

Date: May 14, 1982

From: Division Administrator

Reply to Attn. of: HFO.6-OR

To: Mr. Gary A. Potter, Manager, Environmental Section, OSHD

I have reviewed the Environmental Assessment and find that it adequately covers the impacts of this project. Page two states that public funds will not be expended on the bridge portion. I concur in the approval of this document.

for Dale E. Wilken

ENVIRONMENTAL SECTION
May 21, 1982

cc: H. S. Coulter
E. S. Hunter
D. H. Moehring
E. L. Hardt

RECEIVED
[illegible] 10 1982
Environmental Section

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
ENV 3

TO: E. S. Hunter
Assistant State Highway Engineer

DATE: May 5, 1982

FROM: Gary A. Potter, Manager
Environmental Section

SUBJECT: Environmental Assessment
Boeckman Creek Bridge
Wilsonville Road
Clackamas County

The subject Environmental Assessment has been reviewed and determined to adequately cover the natural and social environmental impacts of the project. The assessment concludes that the proposed project will result in no significant environmental impacts.

If you agree, please sign below and return same to this office. The Assessment will then be submitted to the Federal Highway Administration for their concurrence.

5-6-82
Date

E S Hunter
Concur
E. S. Hunter
Assistant State Highway Engineer

GAP:1b

Attachment

cc: J. H. Versteeg
F. E. Terpin
D. H. Moehring
E. L. Hardt

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
Pro

TO: H.S. Coulter, P.E.
State Highway Engineer

DATE: March 23, 1982

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: FAS-C Project (Safety Project)
Boeckman Creek (Wilsonville Rd.) Bridge Section
FAS-A619
Clackamas County

Clackamas County is requesting a grading, paving, and structure project on this section. This project will eliminate some very sharp curves on this section. The structure is to be 57 feet wide and approximately 250 feet long. The roadway is to be paved and have 2 travel lanes 12-feet wide with shoulders 8-feet wide, and will taper to meet the width of the bridge. Shoulders are for pedestrian travel. Additional R/W will be necessary. P.E., and construction engineering by Consultant. P.E. was approved on June 8, 1981.

Jurisdiction	Section	Total Funds	Federal Funds	State Funds	Local Funds
Clackamas Co.	Boeckman Creek (Wilsonville Rd) Bridge Section FAS-A619, P.E. Only	$1,183,000	$425,300	$25,500	$732,200

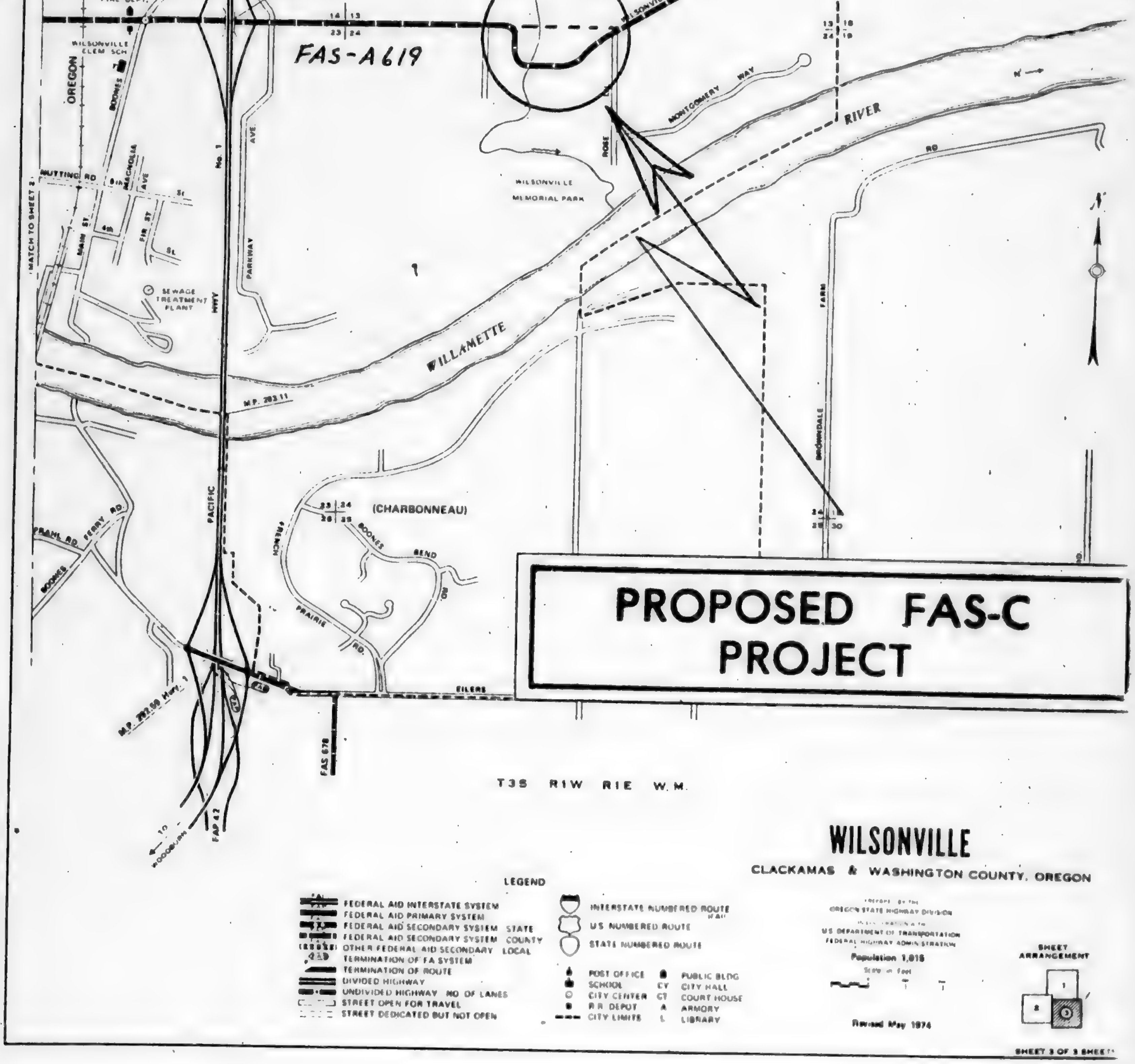
The Region and this office have investigated this proposed project confirming its validity and financing under the FAS-C Program. I recommend your approval and request you authorize this project under delegated authority.

APPROVED BY
H.S. Coulter, P.E.
State Highway Engineer

Date 3/23/82

HR:bkc
Attachment

Orig Yarnsen
dj mapping
files



PROPOSED FAS-C PROJECT

FAS-A619

MATCH TO SHEET 1
W. BARBER ST.
RD
AVE.
PARKWAY
ELECTRIC RY.
FAI 5
FAP 46
M.P. 283.60
FIRE DEPT.
WILSONVILLE ELEM. SCH.
OREGON
BOONES
14 13
23 24
Boeckman Creek
RD
WILSONVILLE
13 18
24 19
KRUSE LOOP
MONTGOMERY WAY
RIVER
ROSE
WILSONVILLE MEMORIAL PARK
NUTTING RD
MAGNOLIA
AVE
MATCH TO SHEET 2
MAIN ST.
FIR ST.
SEWAGE TREATMENT PLANT
No. 1
HWY
PARKWAY
WILLAMETTE
M.P. 283.11
FARM
RD
BROWNDALE
N
24
25 30
PACIFIC
(CHARBONNEAU)
23 24
26 25
FRENCH
BOONES BEND
PRAIRIE RD.
FRAHL RD
FERRY RD
BOONES
EILERS
M.P. 282.56 Hwy. 1
FAS 678
FAP 42
TO WOODBURN
T3S R1W R1E W.M.
WILSONVILLE
CLACKAMAS & WASHINGTON COUNTY, OREGON
PREPARED BY THE
OREGON STATE HIGHWAY DIVISION
IN COOPERATION WITH
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Population 1,015
Scale in Feet
Revised May 1974
SHEET ARRANGEMENT
1
2
3
SHEET 3 OF 3 SHEETS
LEGEND
FEDERAL AID INTERSTATE SYSTEM
FEDERAL AID PRIMARY SYSTEM
FEDERAL AID SECONDARY SYSTEM STATE
FEDERAL AID SECONDARY SYSTEM COUNTY
OTHER FEDERAL AID SECONDARY LOCAL
TERMINATION OF FA SYSTEM
TERMINATION OF ROUTE
DIVIDED HIGHWAY
UNDIVIDED HIGHWAY NO. OF LANES
STREET OPEN FOR TRAVEL
STREET DEDICATED BUT NOT OPEN
INTERSTATE NUMBERED ROUTE
U.S. NUMBERED ROUTE
STATE NUMBERED ROUTE
POST OFFICE
SCHOOL
CITY CENTER
R.R. DEPOT
CITY LIMITS
PUBLIC BLDG
CY CITY HALL
CT COURT HOUSE
A ARMORY
L LIBRARY

9591

U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

THE OREGON DIVISION - SALEM

Subject:	Oregon Project RS-A619(1) Boeckman Cr. Bridge, Wilsonville Rd. Clackamas County	Date:	March 11, 1982
From:	Division Administrator	Reply to Attn. of:	HFO.6-OR
To:	Mr. H. S. Coulter, State Highway Engineer, ODOT		

Based on data available to us, supplemented by a field review of the site, we are recommending reconsideration of the selected alternative on this project. Our estimate of the proposed structure cost is approximately $785,000.

The twin 72" culvert alternative identified in the draft environmental assessment would cost approximately $390,000 representing a considerable cost savings. The 1.7 cfs peak flow noted in the assessment seems to be in error, however, the existing facility carries the stream in a 36" culvert without evidence of ponding or distress. With a slight mofification to vertical and horizontal alignment, it looks like the construction cost savings could approach $500,000. The increase in right of way costs should be small by comparison.

We are available to discuss this with you and Clackamas County at your request.

D. K. Hossner
for Dale E. Wilken

cc:
OSHD (C Gilmour, Env)
OSHD (J H Versteeg, Rd Dsgn)

RECEIVED
STATE HWY ENGR
MAR 15 '82
REFER TO Hunter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

MAR 1 6 1982

1 Versteeg ✓
Anderson
Adams
Olson
Sullivan
Terpin
[illegible]
[illegible]

RECEIVED
MAR 1 9 1982
ROAD DESIGN SECTION

NOTED
E. S. HUNTER

3-16-82
Hal
Also discuss
ESH

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. RS-A619(1)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 20003

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 10/19/81

8. FEDERAL ROUTE NUMBER Secondary A619

9. STATE ROUTE NUMBER County Road

10. GENERAL LOCATION:

Boeckman Creek (Wilsonville Road) Bridge Section

11. GENERAL DESCRIPTION OF WORK

Preliminary Engineering

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* See below

13. REMARKS

As requested by Mr. Swan's PEA dated 10/2/81 you are authorized to proceed with all phases of Preliminary Engineering including archeological salvage at a TEC of $16,700 Federal Funds $14,726.

orig 10-26

RECEIVED
STATE HWY ENGR
OCT 26 '81
REFER TO
Moehrig
FOR
Info | [illegible] | [illegible] | [illegible] | Sign | [illegible] | File

14. DATE 10/19/81

15. SIGNATURE OF APPROVING OFFICIAL G. K. [illegible]

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovornmental Relations Division
155 Cottage ST NE
Salem, Oregon 97310, Phone: 378-3732

NOTED
H.S. COULTER

STATE A-95 REVIEW ADDENDUM

APPLICANT: OR DOT HWY DIV

PROJECT TITLE: Boeckman Creek Bridge CLACK. CO.

PNRS #: 8108 2 190

DATE: 9/9/81

The State Clearinghouse has received additional comments from Oregon Department of Lands subsequent to our conclusion letter of 8/14/81 please see copy (ies) attached for your attention.

Attachment

Additional Clearinghouse comments:

cc: D.E. Wilken
H.S. Coulter✓
F.E. Terpin
J.B. Boyd
J.H. Versteeg
Gary Potter
W.J. Hart
Aeronautics Division
B.L. Gifford
Reg.(M) Engr.: R.N. Bothman

Reg.(1)Engr.: E. Hardt
Dis.(2)Engr.: W. Geib

(XX) Please consider this letter and enclosure(s) an addendum to our previous letter.

(XX) A copy of this letter and enclosure(s) should be forwarded to the federal funding agency as required by OMB A-95.

If you have questions please contact the State Clearinghouse at the above address and telephone number.

RECEIVED
STATE HWY ENGR
SEP 10 '81
REFER TO
FOR
Info
Inves
R/D
D/R
Sign
Act
File

BEN GIFFORD
6-26-81

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage ST NE Salem, Oregon
Phone: 378-3732 97310

RECEIVED
AUG 17 1981
DIVISION OF STATE LANDS

PNRS STATE REVIEW

Project #: 8108 2 190

Return Date: SEP 04 1981

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RECEIVED
SEP - 8 1981
DIVISION OF STATE LANDS

PROGRAM REVIEW AND COMMENT

TO STATE CLEARINGHOUSE: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

- ☐ It has no adverse effect.
- ☐ We have no comment.
- ☐ Effects, although measurable, would be acceptable.
- ☐ It has adverse effects. (Explain in Remarks Section)
- ☐ We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)
- ☑ Additional comments for project improvement. (Attach if necessary)

REMARKS (Please type or print legibly)

If the project would require the removal, fill or alteration of 50 cubic yards or more of material within the banks of the waterway(s), we urge the applicant to apply for state fill or removal permits well in advance of construction deadlines to prevent unnecessary project delays. Specific information on the need for permits may be obtained from the Division of State Lands' office at 1445 State Street, Salem, OR 97310. Phone 378-3805.

Thank you for the opportunity to comment on this project.

Agency Lands By EH.
Phone Number x-3259

August 28, 1981

Clackamas County
Public Works Department
902 Abernethy Road
Oregon City, OR 97045

MISC. CONTRACTS and
AGREEMENTS No. 7530

Gentlemen:

Attached for your records is a fully executed copy of an agreement covering the Boeckman Creek (Wilsonville Road) Bridge.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

fkn

Att.

bc Don Harwell (agree. att.)

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage St. S.E.
Salem, Oregon 97310, Phone: 378-3732
Toll Free Number - 1-800-452-7813

NOTED
H.S.COULTER

APPLICANT: OR DOT HWY DIV

PROJECT TITLE: Boeckman Creek Bridge CLACK CO.

DATE: 8/14/81

The State has reviewed your project and reached the following conclusions:

☒ No significant conflict with the plans, policies or programs of state government have been identified ~~and your proposal is endorsed as presented.~~

☒ Relevant comments of state agencies are attached and should be considered in the final design of your proposal.

☐ Potential conflicts with the plans and programs of the state agency (s) have been satisfactorily resolved. No significant issues remain.

☐ Significant conflicts with the plans, policies or programs of state government have been identified and remain unresolved. The final proposal has been reviewed and the final comments and recommendations of the state are attached.

Attachment

cc: Dale E. Wilken
H.S. Coulter ✓
F.E. Terpin
J.B. Boyd
J.H. Versteeg
Gary Potter
W.J. Hart
Aeronautics Division
B.L. Gifford
eg.(M)Engr.: R.N. Bothman
eg.(1)Engr.: E.L. Hardt
is.(2)Engr.: W.W. Geibel

NOTICE TO FEDERAL AGENCY

The following is the officially assigned State Identifier Number

8108 2 190

This number should be used on all correspondence and particularly on SF 242 as required by OMB A-95.

BEN GIFFORD

6-26-81

RECEIVED
STATE HWY ENGR
SEP 9'81
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

A copy of this notification and attachments, if any, must accompany your application to the federal agency as required by OMB A-95. Comments of the appropriate local reviewing agencies will be submitted to you separately and must also be included.

A-95 Coordinator

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage ST NE Salem, Oregon
Phone: 378-3732 97310

AUG 31 1981

PNRS STATE REVIEW

Project #: 8108 2 190 Return Date: SEP 04 1981

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( ) We are interested but require more information to evaluate the proposal. (Explain in Remarks Section)

(X) Additional comments for project improvement. (Attach if necessary)

REMARKS (Please type or print legibly)

Agency Fish & Wildlife By James A. Newton

Phone Number 229-5679

PNRS 8108 2 190

The Department of Fish and Wildlife has no objection to the proposed BoeckmanCreek Bridge Replacement Project in Clackamas County if the following provisions are observed during construction:

1. In-water work should be confined to the June 15 to October 15 period.
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5. All project debris should be removed from the stream.

If any environmental problems develop during construction please contact John Haxton, district fish biologist. Mr. Haxton can be contacted at 1120 South Baker Street, McMinnville, Oregon 97128, telephone number 472-1474.

We appreciate the opportunity to review and comment on this proposal.

cc: John Haxton

7:91

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

June 26, 1981

In Reply Refer to
File No.:

TO: Executive Department
Federal Aid Coordination Unit

Metropolitan Service District (MSD)
527 S.W. Hall Street
University Center Bldg.
Portland, Oregon 97201

FROM: D. E. Swan
Operation Programming Engineer

SUBJECT: Notice of Intent for Federal Aid Funds
State Admin. Dist. No. 2
Section: Boeckman Creek Bridge
Highway: County Road FAS- A619
County: Clackamas

NOTED
H.S. COULTER

In accordance with Executive Memorandum 02-270-20, attached are copies of the Notices of Intent for the subject project.

Early programming of this project for advance planning in anticipation of future construction is necessary; therefore, your prompt attention to this proposal will be appreciated.

Allowing time for your review, we estimate the date of filing for federal aid funds on this project to be

BLG:bke
Attachments
cc: D.E. Wilken, FHWA
H.S. Coulter
F.E. Terpin
J.B. Boyd (2)
J.H. Versteeg(3)
Gary Potter
W.J. Hart
Reg. M-1 Engr.: R.N. Bothman, E.L. Hardt
Dis. 2 Engr.: W.W. Geibel
Aeronautics Division
David Powers, Parks
B.L. Gifford

RECEIVED
STATE HWY ENGR
JUL 1'81
REFER TO

FOR

Info	Inves	R/O	D/R	Sign	Act	File

Form 734-3122

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

NOTIFICATION OF INTENT TO APPLY FOR FEDERAL AID

For Internal Use Only	1-8] PNRS #	Page One

02 12] **APPLICANT** [45: Department of Transportation — 46] **DIVISION** [79: Highway

03 12] **APPLICANT ADDRESS STREET** [45: Transportation Building — 46] **CITY** [60: Salem — 76] **ZIP** [80: 97310

04 12] **CONTACT PERSON** [45: D. E. Swan — 46] **AREA CODE** [48: 503 — 49] **PHONE** [55: 378 — 56] **EXTENSION** [59: 6563

01 12] **PROJECT TITLE** [71: BOECKMAN CREEK BRIDGE

11 12] **PROJECT LOCATION—CITY**: County Road
FAS- A619
PROJECT LOCATION—COUNTY: Clackamas
PROJECT LOCATION [79
SEC: T:
R:

SUMMARY PROJECT DESCRIPTION (ATTACH SUPPORTING DOCUMENTS AS NECESSARY—SEE INSTRUCTIONS ON BACK)

05 Project would straighten the existing section by constructing a bridge at a new
06 12] location on Boeckman Creek. The new bridge would have sufficient width for four [71
07 12] lanes in the future, but would be striped for two lanes for now. [71
08 12] [71
09 12] [71
10 12] [71

12

AMOUNT REQUESTED—FEDERAL FUNDS		NON-FEDERAL MATCHING FUNDS		OTHER	TOTAL
12] (A) Grant [19	20] (B) Other [27	28] (C) State [35	36] (D) Local [43	44] (E) FUNDS [51	52] (F) FUNDS [60
440,000	- -	29,500	730,500	- -	1,200,00

13 12] **TYPE OF OTHER FEDERAL FUNDS (See 12B)** [45 — 46] **TYPE OF OTHER NON-FEDERAL FUNDS (See 12E)** [79

14 12] **FEDERAL PROGRAM TITLE** [71: Title 23 USC Highways

15 12] **FEDERAL AGENCY NAME** [45: US Department of Transportation — 46] **FEDERAL SUB-AGENCY NAME** [79: FHWA

17 **(A) TYPE OF APPLICANT:** (Check (×) the single most applicable box)

STATE	INTER-STATE	COUNTY	CITY	SCHOOL DISTRICT	SPECIAL DISTRICT	COMMUNITY ACTION	SPONSORED ORGANIZATION	OTHER
☒ 12	☐ 13	☐ 14	☐ 15	☐ 16	☐ 17	☐ 18	☐ 19	☐ 20

(B) TYPE OF ACTION: (Check (×) as many boxes as apply to this action)

NEW GRANT	CONT. GRANT	SUPPL'T GRANT	INCREASE DURATION	DECREASE DURATION	CANCELLATION	INCREASE DOLLARS	DECREASE DOLLARS
☒ 21	☐ 22	☐ 23	☐ 24	☐ 25	☐ 26	☐ 27	☐ 28

(C) HAS DISTRICT CLEARINGHOUSE BEEN NOTIFIED? Yes ☒ 29 No ☐ 30 Date: (same)

(D) REVIEW REQUIRED by A-95 Yes ☐ 31 No ☐ 32

(E) ENVIRONMENTAL IMPACT Yes ☐ 33 No ☒ 34

(F) HOUSING RELOCATION REQUIRED Yes ☐ 35 No ☒ 36

(G) ESTIMATED APPLICATION FILING DATE: 41] MONTH [42: July — 43] DAY [44: 30 — 45] YEAR [46: 1981

ADDITIONAL INFORMATION—ALL APPLICANTS

I. A. Is the project consistent with the city or county comprehensive plan, zoning and subdivision ordinance? No ☐ Yes ☒

I. B. Is the proposal consistent with statewide land use goals? No ☐ Yes ☒

I. C. Is the proposal consistent with state and regional plans? No ☐ Yes ☒

II. Will the project have an impact on a neighboring jurisdiction? No ☒ Yes ☐

If so, is the project consistent with the comprehensive plan for that jurisdiction? No ☐ Yes ☐

III. Explain deviations if any, from pertinent plans.

IV. Federal Catalog number (or Public Law no. and title)

V. Has funding agency been notified? No ☐ Yes ☒ Date: (Same)

VI. If project includes state funds (12C), identify agency HIGHWAY

STATE AGENCIES ONLY

VIII. (a) IS PROGRAM BUDGETED ☐ NON-BUDGETED ☐

(b) STATE SHARE

GENERAL FUND CASH	OTHER FUND CASH	IN KIND
$	$	$

(c) FUNDING METHOD

	FEDERAL SHARE		STATE SHARE		TOTAL	
First Year	%	$	%	$	%	$
Second Year	%	$	%	$	%	$
Third Year	%	$	%	$	%	$

(d) WILL PROGRAM REQUIRE HIRING OF NEW STATE EMPLOYEES? No ☐ Yes ☐ Number

(e) Will accounting for this grant be administered by the Executive Dept. Accounting Division? Yes ☐ No ☐

PLEASE ATTACH ANY ADDITIONAL NARRATIVE OR REMARKS

This is a Category 3 Project Requiring an environmental assessment, according to the new environmental quality guidelines.

OREGON STATE HIGHWAY DIVISION RJ-A619(-)
PROJECT CLASSIFICATION

A. Project Identification:

Section Boeckman Creek Bridge
Highway FAS A619, Wilsonville Road
County Clackamas
Region I/Metro
(Attach Project Location Map)

Date April 7, 1981
City Wilsonville Hwy. No. FAS A619
Begin M.P. ______ Length 2,250 feet
Program Estimate $1,200,000
Funding Source FASC ($440,000)
Remainder by others

B. Purpose, Need, and Description of Project (Describe Alternatives): Purpose is to increase the traffic capacity and safety of the project section. The improvement is a prerequisite to the construction of a corporate headquarters complex (Nike) which would generate increased traffic on the section. The improvement is also needed to accommodate traffic likely to be generated by future residential development to the east. Project would straighten the existing section by constructing a bridge at a new location on Boeckman Creek. The new bridge would have sufficient width for four lanes in the future, but would be striped for two lanes for now.

C. Recommended Project Classification:

Project Class	Documentation
____ I	Draft and Final EIS
____ II	Categorical Exclusion
X III	Environmental Assessment

Other Documentation:

☐ Wetlands Finding
☒ Cultural Resource Survey
☐ Section 106 Procedures
☒ Noise Study Report
☐ Indirect Source Construction Permit
☐ Section 4(f) Determination

Basis for Recommended Classification: The project is integrally related to changes in land use, development and significant future traffic generation. This relationship needs evaluation which goes beyond the scope of this project classification.

D. Descriptions:	Existing Facility	Proposed Facility
Number of Traffic Lanes	2	2 (capacity for 4)
Median (Yes/No)	no	no
Shoulders (Yes/No, Paved/Gravel)	gravel	paved
Average Daily Traffic (Volume and Year)	1,050/1979	6000/2000
Alignment (New, Combined, Existing)	-	new
Speeds (Posted and Estimated)	unposted 30 m.p.h.	35 m.p.h.

(12-15-80)

E. Preliminary Identification of Environmental Impacts:

1. Estimated Right-of-Way Impacts:

Acres 2.5

Estimated Number of Parcels 4

Residential Relocation (No.) none

Business Relocation (No.) none

Describe: R/W acquisition not subject to federal fund participation. Terms of acquisition would be negotiated with the principal landholder, Robert Randall Corporation.

2. Estimated Impact on Land Use: Development supported by the proposed project is consistent with local land use plans and the statewide planning goals. The project would enable development of the Nike headquarters, eastward residential development and future 4-laning of Wilsonville Road to serve such development. Urban use of prime agricultural land would increase.

3. Estimated Impact on Traffic Volumes, Flow, Patterns, and Safety: The project is proposed in order to allow the construction of traffic-generating development which would increase traffic volumes. Traffic flow and safety would be improved by the project, even at the higher volumes. The basic traffic pattern would remain essentially the same, despite the realignment of the roadway.

4. Estimated Impact on Rivers, Streams, Wetlands, Rare or Endangered Species or Other Natural Ecological Resources: Natural vegetation, including several large Red Cedars and Douglas Firs would be removed by the project.

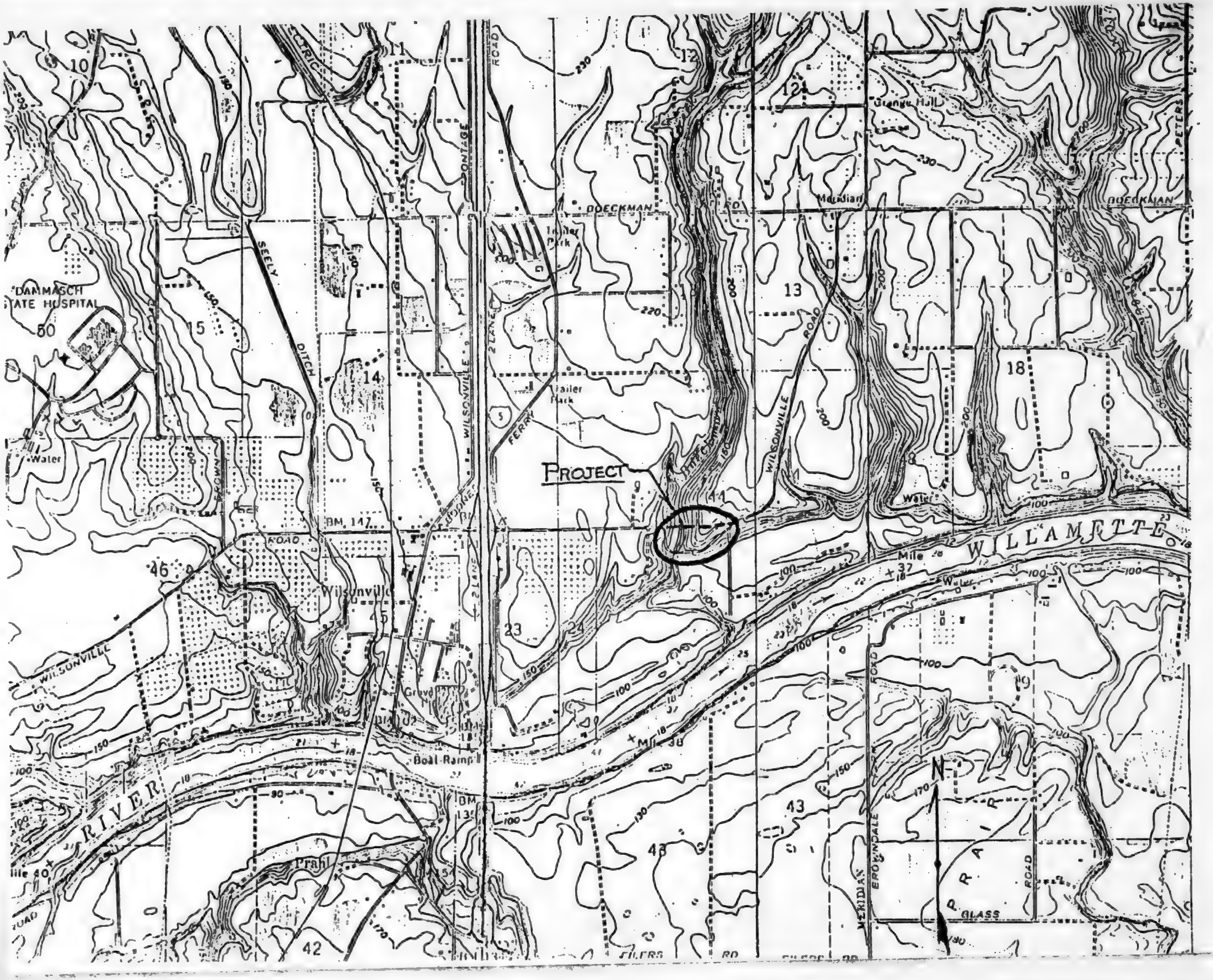
The project may require spread footings which may involve some in-stream excavation. Boeckman Creek is a minor stream. Significant fish runs are unlikely. The stream was clogged with brushy debris near the existing road and has a clayey bed. The project would not affect wetland or any known habitat of rare or endangered species.

5. Estimated Impact on Parks, Historic Properties, or Other Cultural or Scenic Resources: The project would affect an area which appears not to have been disturbed previously. An archeological survey is recommended. No historic properties are present in the project area. No park property would be affected.

6. Preliminary Identification of Areas of Critical Concern and Controversial Issues: Urban expansion on prime agricultural land.

Original: Bernard L. Straight - 655-8521
Revisions: Craig Markham - 238-7438

Name of Preparer and Phone Number:


PROJECT
WILLAMETTE
RIVER
Wilsonville
WILSONVILLE ROAD
WILSONVILLE
DAMMASCH STATE HOSPITAL
SEELY DITCH
DOECKMAN
DOECKMAN
FERRY
Trailer Park
Trailer Park
Grange Hall
Meridian
Water
Water
Water
Boat Ramp
BM 147
BM 130
Mile 37
Mile 38
Mile 40
MERIDIAN
BROOKDALE
ROAD
GLASS
PRAIRIE
ROAD
FROONTAGE
2 LANE
EILERS RD
Prahl
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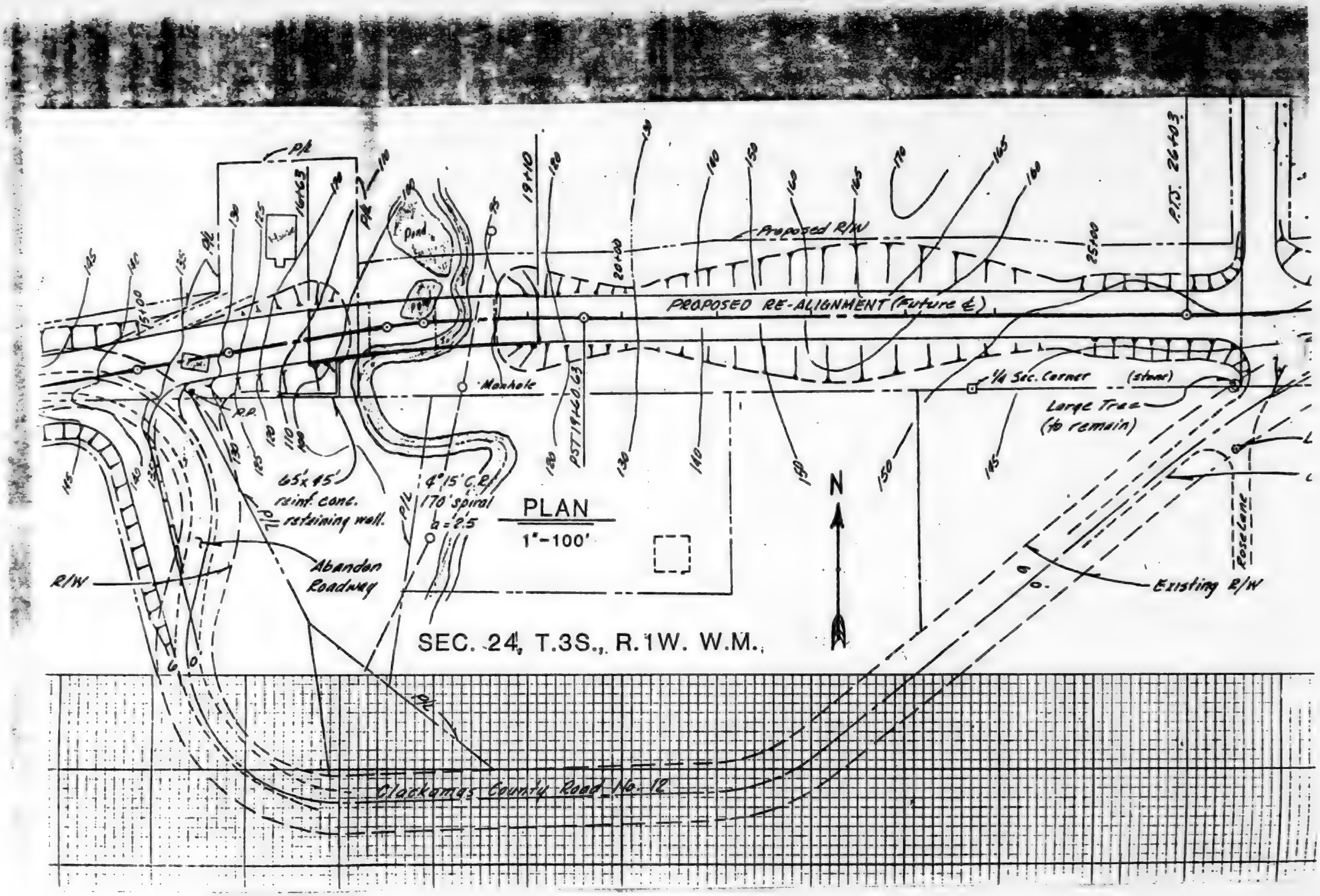


PLAN

1"-100'

SEC. 24, T.3S., R.1W. W.M.

PROPOSED RE-ALIGNMENT (Future ℄)
Proposed R/W
P.T.S. 26+03
25+00
20+00
19+10
PST 19+60.63
16+63
15+00
P/L
House
Pond
Manhole
1/4 Sec. Corner
(stone)
Large Tree
(to remain)
Roselane
Existing R/W
P.P.
65'x45'
reinf. conc.
retaining wall.
4°15' C.R.
170' spiral
a=2.5
Abandon
Roadway
R/W
Clackamas County Road No. 12
N
145
140
135
130
125
120
110
100
95
150
160
165
170

9511

ACC

STATE OF OREGON

INTEROFFICE MEMO

TO: H. S. Coulter
State Highway Engineer

DATE: June 8, 1981

FROM: D. E. Swan
Operation Programming Engineer

SUBJECT: FAS-C Project (Safety Project)
Boeckman Creek (Wilsonville Rd.) Bridge Section
FAS-A619
Clackamas County

Clackamas County is requesting the P.E. portion for the grading and structure project on this section. This project will eliminate some very sharp curves on this section. The structure is to be 57 feet wide and approximately 250 feet long. The roadway is to be paved and have 2 travel lanes 12-feet wide with shoulders 8-feet wide, and will taper to meet the width of the bridge. Shoulders are for pedestrian travel. Additional R/W will be necessary. P.E. is by Consultant. Construction Engineering by State.

Jurisdiction	Section	Total Funds	Federal Funds	State Funds	Local Funds
Clackamas Co.	Boeckman Crk.(Wilsonville Rd.) Bridge Section FAS-A619, P.E. Only	$16,700	$14,700	$1,000	$1,000

The Region and this office have investigated this proposed project confirming its validity and financing under the FAS-C Program. I recommend your approval and request you authorize this project under delegated authority.

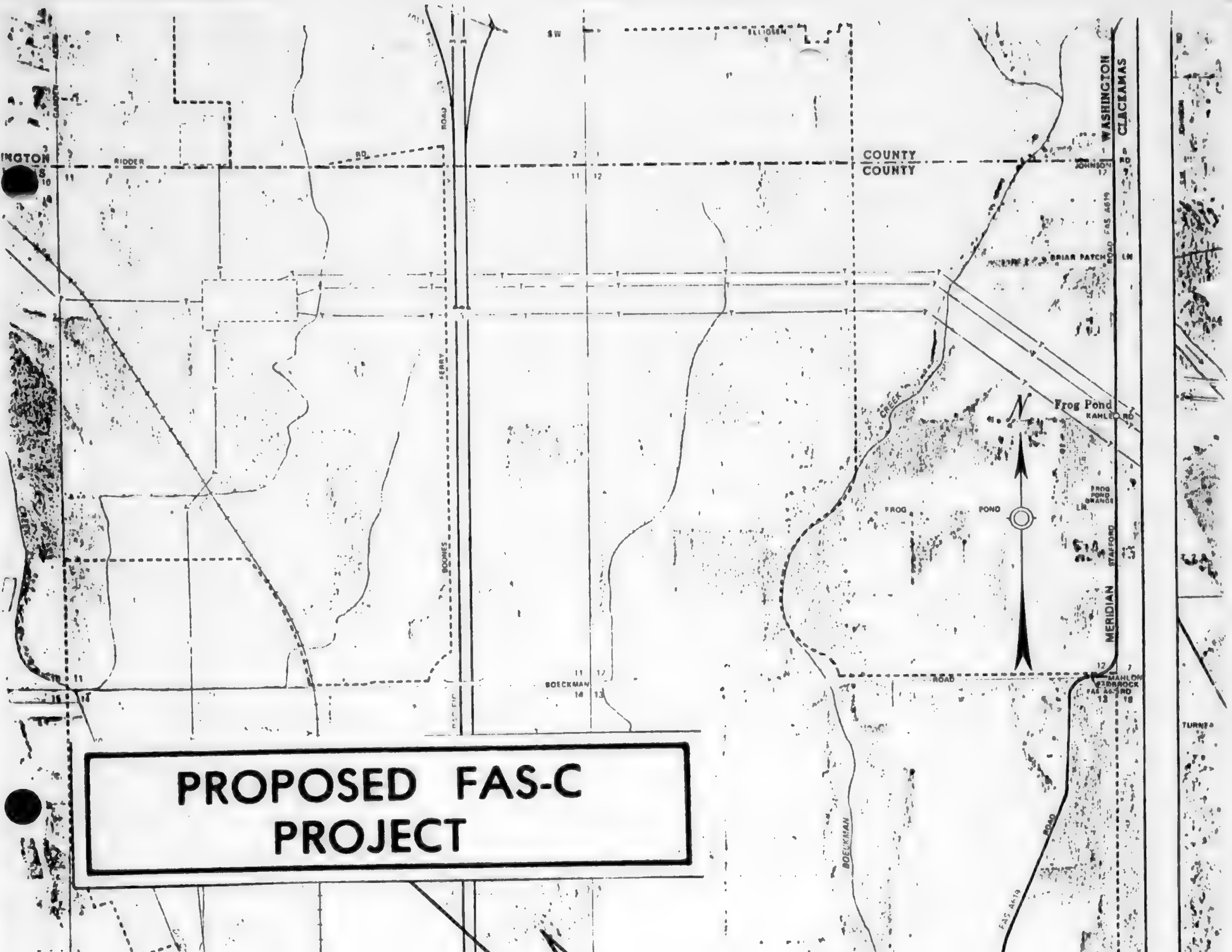
APPROVED BY
H. S. Coulter
State Highway Engineer

Date 6-9-81

HR:pf
Attachment

7-15 made to [illegible]

Contains Recycled Materials


PROPOSED FAS-C PROJECT
WASHINGTON
CLACKAMAS
COUNTY
COUNTY
RIDDER
RD
JOHNSON
BRIAR PATCH LN
CREEK
Frog Pond
KAHLE RD
N
FROG
POND
STAFFORD
MERIDIAN
BOECKMAN
ROAD
MAHLON
TURNER
BOECKMAN
FAS 4419
WILSONVILLE
WILSONVILLE
Pop. 1 230
ELECTRIC
BOONES
FERRY
ROAD
SEELY
OREGON
WILSONVILLE SCHOOL
PO
RIVER
WILLAMETTE
PETES

9591

FAS A619

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

DATE

PREFIX

IDENTIFICATION

PROJECT NAME
Wilsonville Road Realignment

HIGHWAY NAME
Wilsonville Road (FAS A 619)

HIGHWAY NUMBER
N/A

REGION 1	ADMINISTRATIVE DISTRICT 2A	COUNTY Clackamas	CITY Wilsonville
LENGTH .45 mi.	MILEPOST NUMBER TO	☒ RURAL	☐ URBAN

LOCAL GOVERNMENT PROJECT? ☒ YES ☐ NO

IF YES, UNIT OF GOVERNMENT: Clackamas County

TYPE OF FUNDS
☐ FAI ☐ FAP ☐ FAS ☐ STATE ☐ FAUS ☒ OTHER $440,000 FAS-C, $760,000 Local

METHOD OF CONSTRUCTION
☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK
☒ GRADING ☒ PAVING ☒ STRUCTURE ☐ SIGN ☐ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

Realign a 0.5 mile section of Wilsonville Road in the vicinity of Beckman Creek. This section is approximately 0.6 mile east of the Pacific Highway (I-5). Included in this realignment is a new 247 ft. bridge crossing of Beckman Creek.

This project will be only partially funded with $440,000 FAS-C funds. The remainder of the cost will be funded by Clackamas County with reimbursement by a private corporation.

Versteeg
Anderson
Christensen
Olson
Sullivan
Terpin
[illegible]
Wakerlig

RECEIVED
MAY 27 1981
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up __/__/__
Action

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME): 1979 - 1,050

PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME): 2000 - 6,000

LEVEL OF SERVICE		A	B	C	D	E	F
	EXISTING	☐	☐	☐	☐	☐	☐
	PROPOSED	☐	☐	☐	☐	☐	☐

DESIGN SPEED (MPH): 35

DESIGN STANDARDS: AASHTO

TRAFFIC ANALYSIS ☐ LIGHT ☐ MEDIUM ☐ HEAVY

APPROVED
Location Engineer
Date 5/26/81

FORM 734-1730 (12-78) Page 1

3 - FEATURES	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND WIDTH
TRAVEL LANES	2 - 12'	2 12'
SHOULDERS	6' unpaved	8' paved
MEDIANS	None	None
PARKING LANES	None	None
SIDEWALKS	None	None
BIKEWAYS	None	Shldr. Bikeway
INTERCHANGES		
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☒	☐	☐
Illumination	☐	☒	☐
Structures	☒	☐	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☒	☐	☐
River	☐	☒	☐
Stream Boeckman Creek	☒	☐	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☒	☐	☐
Simple Acquisition	☒	☐	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☒	☐	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☒	☐	☐
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☒	☐	☐
Dept. of Geology & Min. Ind.	☐	☒	☐
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

		NO	MAYBE		YES	NO	MAYBE
Agreements (City-County Etc.)	☒	☐	☐	Hydraulics Study	☒	☐	☐
Environmental Assessment	☒	☐	☐	Soils Investigation	☒	☐	☐
Statewide Assessment	☐	☒	☐	Airport Clearance	☐	☒	☐
Negative Declaration	☒	☐	☐	Economic Analysis	☐	☒	☐
Environmental Impact Statement	☐	☒	☐	Requires Field Survey	☒	☐	☐
4-F Statement	☐	☐	☒	Old Survey Available	☐	☒	☐
Citizen Advisory Committee	☐	☒	☐	Requires Vicinity Map	☒	☐	☐
Public Hearing ____________	☐	☐	☒	Requires Photogrammetry	☐	☒	☐
Borrow Source	☐	☒	☐	Requires Reconnaissance Survey	☐	☒	☐
Material Source	☐	☒	☐	Reconnaissance Available	☒	☐	☐
Utilities	☐	☐	☒	Design Review	☐	☒	☐

Type ______________________________

4 - WORK ITEMS

TO BE PERFORMED BY

	APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☐	☐	☒
RIGHT–OF–WAY	☒	☐	☐
CONSTRUCTION ENGINEERING	☐	☒	☐

5 - DURATION TIMES (MONTHS)

		FLOAT	ACTIVE
RECONNAISSANCE SURVEY		( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT		( )	N/A
CORRIDOR APPROVAL		( )	N/A
FIELD SURVEY		(2.0)	5.0
PRELIMINARY DESIGN		( )	3.0
DESIGN APPROVAL/FINAL EIS		( )	2.0
RIGHT-OF-WAY DESCRIPTIONS --	To be accomplished by Clackamas County	( )	N/A
RIGHT-OF-WAY ACQUISITION --		( )	N/A
P.S. & E. DOCUMENTS		( )	5

RECOMMENDED CONSTRUCTION DATE	____________	[redacted]
	(Region)	(Salem)

6 - SUGGESTED BASE DESIGN

ITE	NEW WORK	OVER EXISTING

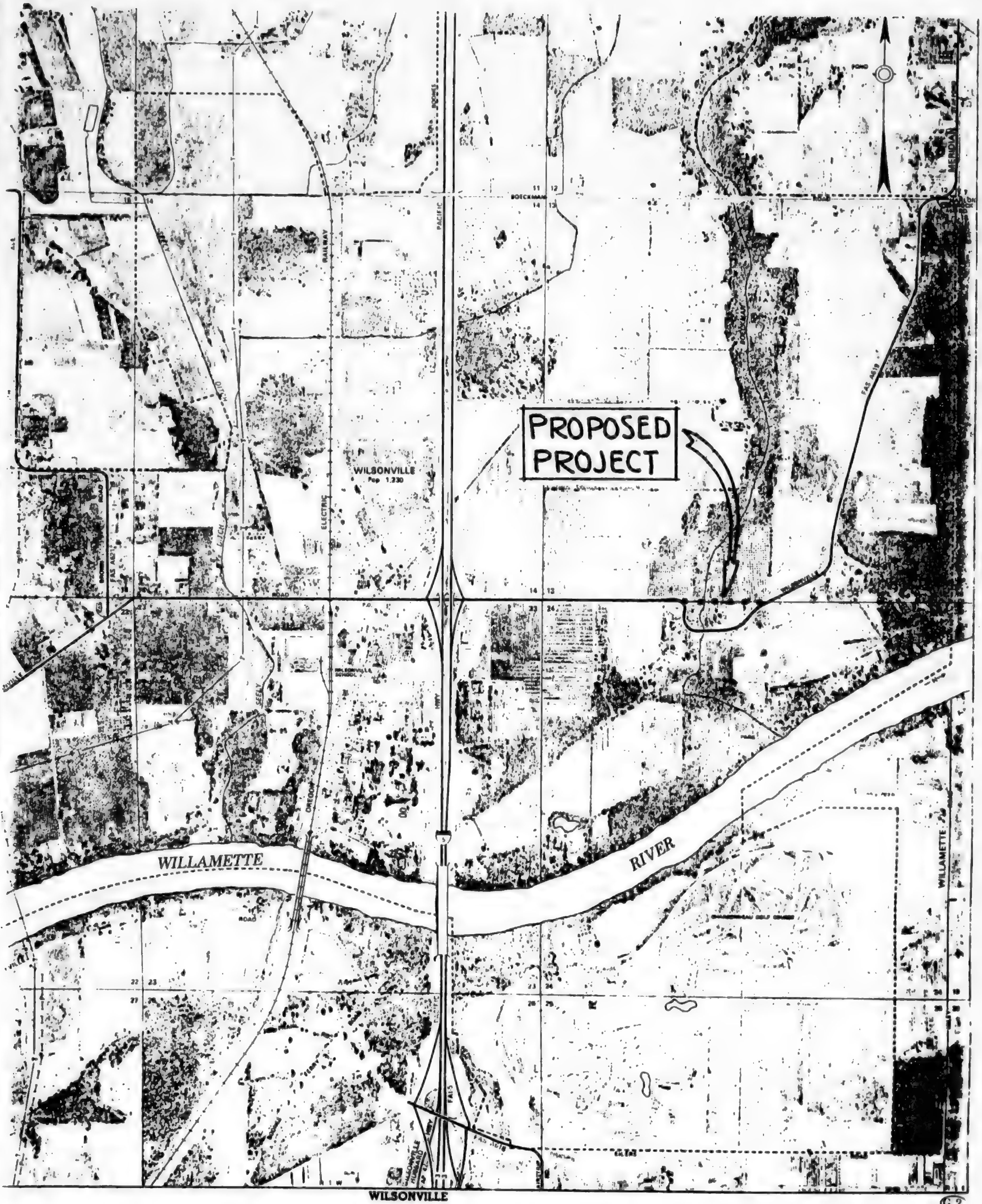
7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING	16,700	
RIGHT OF WAY		
TRAFFIC CONTROL		
ILLUMINATION		
STRUCTURES 237' × 43	800,000	665.000
RAILROAD		
ROADWAY	383,300	
OTHER		
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL	1,200,000	

SUBMITTED BY ______________________________


PROPOSED PROJECT
WILSONVILLE
Pop. 1,230
PACIFIC
RAILWAY
ELECTRIC
BOECKMAN
ROAD
OREGON
WILLAMETTE
RIVER
WILLAMETTE
MERIDIAN
WILSONVILLE

1976

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Form FHWA 121 (1/80)

9591

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - SALEM
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project RS-A619(-)
Boeckman Creek Bridge
Wilsonville Rd., Clackamas County

Date: April 27, 1981

From: Dale E. Wilken, Division Administrator

Reply to Attn. of: HFO.6-OR

To: Mr. G. A. Potter, Manager, Environmental Section, OSHD

The subject project category request submitted with your April 7, 1981 letter has been reviewed.

NOTED
E. S. HUNTER

We concur with your finding that the proposed project should be classified as Class III, requiring the preparation of an environmental assessment according to the new Council on Environmental Quality guidelines.

Original Signed By
P. V. RIEDL
Environmental Coordinator
Engineer

Dale E. Wilken

cc:
✓OSHD (E S Hunter, Tech Svcs)
OSHD (Reg I/Metro, Env)

RECEIVED
TECHNICAL SERVICES

APR 29 '81

REFER TO

FOR

Info	Invest	R/D	D/R	Sign	Act	File

1983 Park Place-Newell Cr. 9592
Sec., Cascade Hwy. S.
(Structures) #6

jc cc: OSHD (D. Forbes)

STATE COPY

1572

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	REPORT NO. 12	COUNTY Clackamas	DIVISION Oregon
DATE OF REPORT 10/11/89	REPORT MADE BY Christine Canham, Assistant Area Engineer		PROJECT NO. IX-78(6)
COMPLETION DATE (Actual) 12/19/85	ACCEPTANCE DATE BY CONRTACT AGENCY April 22, 1987	TIME ELAPSED N/A %	CONTRACT TIME Phase B: 10-24-85

LOCATION

Park Place - Newell Creek

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)

A copy of the State's materials certificate is attached to the Division office copy of this report.

There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

OCT 17 1989

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

CASCADE HIGHWAY SOUTH
PARK PLACE - NEWELL CREEK
Grading and Drainage

This project consisted of two contracts; contract 9[illegible] ~~9529~~, Phase A, provide for the construction of two structures within the subject section. Contract 9717, Phase B, provided for grading and drainage of the new highway. Phase A was accepted by FHWA on 12-14-87; consequently, this acceptance recommendation is for Phase B only.

The contract was awarded on October 4, 1983 to Elting, Inc. Work began October 24 and was completed on November 1985. A 24 calendar day time extension was granted which extended the required completion date to October 24, 1985. Liquidated damages were charged for the remaining 26 days.

The final cost of the project overran the original project estimate by 44%. Overrun bid items contributed 41% to the total increased cost. Elting, Inc. filed a claim against the State concerning extensive haul of excavated material and was awarded a settlement in the amount of $225,000. This claim accounted for 21% of the overrun. The remaining overrun was due to increased anticipated items and contingencies.

A final inspection of the project was made on December 11, 1985.

- CJC -

RECEIVED
STATE HWY ENGR
OCT 17 '89
ASSIGNED TO
FOR
INFO | INVES | ROUGH DRAFT | DIRECT REPLY | SIGN | ACT | FILE

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Christine Canham		SIGNATURE John T. Price	
TITLE Assistant Area Engineer	DATE 10-13-89	TITLE District Engineer	DATE 10/16/89

FORM FHWA 1446B (Rev. 2-84) PREVIOUS EDITIONS MAY BE USED.

.jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(6)

2. STATE PROJECT NO.

2A. COUNTY NAME Clackamas

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71112

6. TO

Mr. Donald E. Forbes
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE July 7, 1988

8. FEDERAL ROUTE NUMBER FAP 78

9. STATE ROUTE NUMBER 160

10. GENERAL LOCATION:

Park Place - Newell Creek Section

11. GENERAL DESCRIPTION OF WORK

Defend against litigation by the contractor

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY

☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION

☐ ACQUISITION OF RIGHT-OF-WAY

☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS

☒ CONSTRUCTION PROCEED ON A XXXXXXXXXXXXX FORCE ACCOUNT BASIS

☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve Mr. Husby's request of 6/30/88 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 3 is approved for a TEC of $15,000; Federal Funds $12,750.

RECEIVED
STATE HWY ENGR
JUL 14 '88
REFER TO Gilmour
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Orig to 7-15

14. DATE 7/13/88

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

October 13, 1987

Safeco Insurance Co. of America
4101 SW Kruse Way
Lake Oswego, OR 97034

CON 5 - #9592

On September 21, 1987, we wrote to you concerning release of final payment on Contract No. 9592 awarded to Ross Bros. Construction, Inc. for work on Park Place-Newell Creek Section of the Cascade Highway South in Clackamas County.

Final payment on this contract is $10,155.30 and the total contract amount is $1,637,361.88 including $6,421.63 for work performed under force account.

Fran Neavoll
COMMISSION SERVICES

bk

cc: Ross Bros. Construction, Inc.
3501 Brooklake Road, N.
Salem, OR 97303

bc: C. O. Fredrickson
Walt Hart
Rick Kuehn

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION
The Equitable Center - Suite 100
530 Center Street NE
Salem, Oregon 97301

August 31, 1987
IN REPLY REFER TO
HA-OR

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Dear Mr. Rulien:

Oregon Project IX-78(6)
Park Place - Newell Creek
Low Strength Concrete

We have reviewed the Swiss hammer readings taken on the Holcomb Road structure deck and agree that the 60 day testing indicates acceptable compressive strengths. We also agree that the contractor may be released from any responsibility for low strength concrete since trial batches were not tested before the State issued the mix designs. However, we do not agree that the work should be fully participating since the 105 cu. yds in question in the Holcomb Road structure did not meet the calculated design strength as prescribed by the contract specification. The cost of the concrete material ($5,145) should be listed as nonparticipating for Federal-aid as proposed in your letter of May 6, 1987.

Sincerely yours,

Dale E. Wilken
Division Administrator

cc:
OSHD (G. A. Potter, Program)
(G. Wimer, Const)

Schwartz - TAA.

cy - Adams

RECEIVED
STATE HWY ENGR
SEP 1 '87
REFER TO
FOR
Info Inves R/D D/R Sign Act File

9592

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

RECEIVED
STATE HWY ENGR
MAY 6 '87
REFER TO
FOR
Info | Invest | R/L | D/A | Sign | Act | File

NOTED
E. SCHWART

CON 5
9592

DATE: May 6, 1987

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

ATTN: Bill Kappus

FROM: Gerald Wimer Gerald Wimer
Construction Operations Engineer

SUBJECT: Park Place-Newell Creek
Contract No. 9592
Low Strength Concrete in Bridges 16522 and 16523

Introduction

The Park Place-Newell Creek contract was let on February 2, 1983. This contract was built under the 1974 Standard Specifications. In Section 504.32, the specification stated:

> "The proportions by weight of cement, aggregates, water and air-entraining agent necessary to conform to these requirements shall be determined in the first instance by laboratory tests upon the materials to be used in the work, and the engineer shall thereafter have complete control of the proportioning of concrete materials and shall advise the contractor as to the proportions to be used."

The Materials Section calculated two 5,000 psi concrete mix designs for Wilsonville Concrete Products in late April, 1983. One mix design had 1-1/2" maximum size aggregates and the other had 3/4" maximum size aggregates. Our Materials Section did not produce trial batches to verify the strength of the mixes. Wilsonville Concrete began producing 5,000 psi mix for the job starting in early June, 1983. Almost from the very start the concrete strength tests showed that the concrete mixture was not reaching the 5,000 psi design strength at 28 days. Wilsonville Concrete continued producing concrete that consistently showed strengths under the 5,000 psi design strength from June through October. Apparently we noted the low strengths but did not adjust the mix or provide guidance as to how to correct the mixture. In October, Wilsonville Concrete produced cylinders of the State supplied mix design and sent the cylinders to Pittsburgh Testing Lab to be tested. Pittsburgh verified that the concrete could not reach the 5,000 psi design strength at 28 days.

Form 734-3122 (1-87)

The Materials Section performed a study in January, 1984 on high strength concrete using the aggregates from Wilsonville Concrete products. They found in their study that:

> "Low strengths for the 6,000 psi concrete in general are probably due to a variety of factors, which may include poor aggregate quality, slumps too high to achieve this strength, and decreasing effect of additional cement for higher cement factors, for 1-1/2" mixes."

Of the six mixes used in the study of 6,000 psi concrete, four did not even reach 5,000 psi and the other two did not reach the target strength for 5,000 psi mix, let alone 6,000 psi mix. It was determined by this study that it was not probable that high strength concrete could be made using the aggregates from Wilsonville Concrete products. However, this was not determined until after all of the 5,000 psi concrete was placed on the Redland Road and Holcomb Road structures.

The State was responsible for producing and testing the mix design and adjusting the mix design depending upon the lab results. Apparently we calculated the mix design but did not verify that it would, indeed, produce 5,000 psi concrete. Therefore, a price reduction has not been assessed the contractor.

Discussion

The present procedure concerning portland cement concrete mix designs is to not release the mix design until verification by trial batches as per ACI 318. Also, instructions have been issued to the Project Managers informing them to take positive steps to prevent the incorporation of non-specification concrete.

The Bridge Design Section performed a comprehensive review of their design for the Holcomb Road and Redland Road structures and compared their design with the quality of concrete that was supplied. They found that:

> "The low strength reduces the intended durability of that portion of the structure. The acceptance and/or penalty should be based on conformance to the contract plans."

See the attached memo from Jerald E. Backstrand dated April 23,1987. In their review, they found that only one portion of the concrete placed on both the Holcomb and Redland Road Bridges fell below the calculated design strength. This was the 105 cyds. placed on the bridge deck of Bridge 16523, the Holcomb Blvd. Undercrossing. All of the other low strength concrete in the structures was higher strength than the calculated design strength required for the respective portions of the structures.

Recommendation

The price reduction based on the Hopkin's Curve for all of the low strength concrete is $108,593.07. Based on the State's responsibilities for the concrete mix design and the timeliness of reporting test results, we recommend that the price reduction not be assessed the contractor.

However, we do not recommend either that the entire price reduction be considered as federal non-participating. The quality of the concrete obtained is substantially adequate for the intended use and design. We recommend that only the material cost of the 105 cyds of concrete placed on the deck of the Holcomb Blvd. Undercrossing be considered as federal non-participating. Therefore, the total non-participating charge should be 105 cyds x $49/cyd. or $5,145. Do you agree with this recommendation?

Please let me know if you need any more information.

GW:AL:mk

Attach.

cc: W. E. Schwartz ✓
Jerry Backstrand
Bill Quinn
Marion Craft

05053m

STATE OF OREGON **INTEROFFICE MEMO**

TO: Gerald Wimer
Construction Operations Engineer

DATE: April 23, 1987 CON 5
9592

FROM: Jerald E. Backstrand, P.E.
Assistant Bridge Engineer

SUBJECT: Low Strength Concrete
Park Place - Newell Creek Section
Cascade Highway South
Clackamas County
CON 9592

We have reviewed the required concrete strength for the subject project. The low strength concrete identified on the summary sheet prepared by your office appears to be structurally adequate to carry the design loads.

The design strength required by calculations for Bridge 16522 is lower than the tested strength shown on the lab tests for each of the locations identified. The calculated design strength is also lower than 85 percent of Class 5000 (4250 psi) which is the minimum acceptable strength.

The calculated strength of the bottom slab and stems for Bridge 16523 is less than the tested strength and the 85 percent limitation. The calculated strength for the deck of Bridge 16523 is 4,652 psi, compared to 4,258 psi and 4,703 psi for the tested strength shown on the data sheets.

The low strength concrete reduces the intended durability of that portion of the structure. The acceptance and/or penalty should be based on conformance to the contract plans.

TJS:jrb

RECEIVED
APR 24 1987
CONSTRUCTION SECTION

CE ...... CAE ......
1 COE M ...... OM ......
OE ......
CA ......
CAM ......
CLO ......
3 Lucht ......
SPC ...... TC ......
SA ...... CC ......
FE ...... CP ......
PQC ......
2 QCS M ......
FILE ......

81-128-1987

9,592

N

October, 24, 1986

Oregon City Bypass Celebration.

SEE: # 9,928

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
9002 SE. McLOUGHLIN BLVD., MILWAUKIE, OREGON 97222 PHONE 653-3090

June 9, 1986

In Reply Refer To
File No.:

OM MRE CE FPM CE
PD
Metro Region

DAVID ABRAHAM
Director
Clackamas County
Department of Utilities
0-2 Abernethy Road
Oregon City, Oregon 97045

This is a follow-up and a confirmation of our discussion of June 6 in your office. Work on the Oregon City portion of the sewer line is now virtually complete. Expenditures have exceeded the amount of your initial deposit and we are currently billing you on a month by month basis for work completed.

During our discussion of June 6, we agreed that we should probably get together with the City of Oregon City, W. E. Schwartz and Bryant Jackmond to review our disagreement over who should bear the cost for excavation of the rock encountered on the Oregon City portion of the sewer installation. The current position of the Highway Division is that the Division has no responsibility for the additional costs incurred as a result of the rock encountered during excavation for the sewer between Molalla Avenue and Beavercreek Road. The purpose of the meeting would be to allow the Sanitary District and Oregon City to explain why and to what extent the District and the City feel the State is responsible for the increased cost of the sewer.

The only time that we have available during the next month is the 18th and 19th of June. Mr. Schwartz and Mr. Jackmond are unavailable before that date and I will be leaving for a two and a half week vacation on the 20th. If you want to get together on the 18th or 19th, please let me know as soon as you can. If you need to look over some of our records or talk with some of our people before that time, that can also be arranged.

I assume that per our discussion, attorneys would not be present at this meeting. However, if you want attorneys present, I would need to know that also so I could make the necessary arrangements.

ALLAN C. HARWOOD
Metro Region Operations Engineer

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
JUN 10 '86
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

ACH/ls
cc: Rosalind Daniels, City of Oregon City

734 1850

9,573

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 6-210		State OREGON
PROJECT REPORT NUMBER		County CLACKAMAS
MODIFICATION NUMBER 5		Project Number IX-78(6)

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 17, 19 83, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 5,660,854	$ 5,758,644
Federal funds	$ 2,915,839 1,895,884	$ 2,915,839 (178) 1,979,007 (580)
Other revisions		

This modification is made for the following reasons: To include increase in construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 25TH day of JUN, 19 '90.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Donald C. [illegible]

for Manager, Program Section
(Title)

FOR: Donald E. Forbes, P.E.

State Highway Engineer
(Title)

By ____________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By Tony Bueno
(Division Administrator)

For: Richard G. Fairbrother

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON May 30, 1990

FEDERAL AID PROJECT NO. IX-78(6)

Park Place-Newell Creek Section
Cascade Highway South
Clackamas County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code C000
Roadway (Sta. 69+50 to Sta. 109+55 & Sta. 112+62 to Sta. 144+50)

ITEM	UNIT	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Temporary Signs	Sq.Ft.	$ 10.00	128	$ 1,280.00	220.00	$ 2,200.00
Flagmen	Hr.	20.00	40	800.00	587.00	11,740.00
Straw Bale Sediment Barrier Type "B"	Lin.Ft.	10.00	6,000	60,000.00	6,492.00	64,920.00
Ditch Excavation	Cu.Yd.	20.00	1,250	5,200.00	1,133.40	11,334.00
Rock Inlay	Ton	10.00	1,150	11,500.00	2,813.30	28,133.00
Impermeable Membrane	Sq.Yd.	2.00	11,830	23,660.00	14,077.00	28,154.00
Trench Excavation	Cu.Yd.	8.00	3,485	27,880.00	4,093.80	32,750.00
Watering	M-Gal.	5.00	1,400	7,000.00	3,592.80	17,964.00
3-inch Drain Pipe	Lin.Ft.	2.00	950	1,900.00	3,970.00	7,940.00
6-inch Drain Pipe (PA #3-C)	Lin.Ft.	2.00	5,590	11,180.00	7,129.00	14,258.00
Filter Fabric (PA #3-C)	Sq.Yd.	1.50	8,000	12,000.00	9,935.00	14,902.00
Loose Riprap, Class 50	Cu.Yd.	20.00	110	2,200.00	244.95	4,899.00
Roadside Seeding & Straw Mulch Builder	Acre	600.00	32	19,200.00	54.09	32,454.00
Holcomb Struc. Finish (PA #2-0)	L.S.	5,150.00	0	0.00	100%	5,150.00
Drain Rock (PA #3-A)	Cu.Yd.	24.00	0	0.00	199.67	4,792.00
				$ 183,800.00		$ 281,590.00

Increase $ 97,790.00
Total as on Estimate of 2/10/86 3,704,893.00

Total $ 3,802,683.00

Type Code Y008
Roadway (Detour & Structures Connections)

Total as on Estimate of 2/10/86 $ 295,100.00

Type Code Y060
Utility Work

Total as on Estimate of 2/10/86 $ 119,914.00

Type Codes X281 & X481
Structures

Total as on Estimate of 2/10/86 $ 1,540,947.00

Length of Project ---------------- 1.36 miles

Cost of Roadway Per Mile ----------- $2,773,296.32

SUMMARY OF FUNDS (85%)

Appn	Total Cost	Federal Funds	State Funds
178	3,430,400.00	$ 2,915,839.00	$ 514,561.00
580	2,328,244.00	1,979,007.00	349,237.00
TOTAL	$ 5,758,644.00	$ 4,894,846.00	$ 863,798.00

Contract No. 9592
Prefix: C09592
Appn: 580

Contract No. 9717
Prefix No. C09717
Appn: 178

DDB:pf

TO BE COMPLETED BY FHWA	
MONTHLY TRANSACTION NUMBER	2-137
PROJECT REPORT NUMBER	
MODIFICATION NUMBER	4

U.S. Department of Transportation
Federal Highway Administration

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

Form Approved: OMB No. 2125-0529
Exp. Date 8/31/85

State	Oregon
County	Clackamas
Project Number	IX-78(6)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 17, 19 83, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 5,660,854.00	$ 5,660,854.00
Federal funds	$ 2,767,947.00	$ 1,895,884.00 (580)
Other revisions	2,043,776.00	2,915,839.00 (178)

This modification is made for the following reasons:

To decrease appn code 580 $ 872, 063 and to increase appn code 178 in a like amount. To utilize available appn code 178 funds.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 14TH day of FEB, 19 86

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

~~XXX~~ For: Larry Rulien

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Gen. Files

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON FEBRUARY 10, 1986

FEDERAL AID PROJECT NO. IX-78(6)

Park Place-Newell Creek
Cascade Highway South
Clackamas County

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE Y008 ROADWAY (DETOUR AND STRUCTURES CONNECTIONS)	
Total Cost (Under Project Agreement)	$ 295,100.00
TYPE CODE Y060 UTILITY WORK	
Total Cost (Under Project Agreement)	$ 119,914.00
TYPE CODE X281 and X481 STRUCTURES	
Total Cost (Under Project Agreement)	$1,540,947.00
TYPE CODE C000 ROADWAY (STA. 69+50 to Sta. 109+55)(STA. 112+62 to STA. 144+50)	
Total as on Estimate of December 23, 1985	$3,673,893.00
Length of Project --------------- 1.362 mi.	
Cost of Roadway Per Mile	$2,697,425.11
Work Retained in Program	
Total as on Estimate of October 19, 1984	$ 31,000.00

SUMMARY OF FUNDS (85%)

Description	Appn Code	Total Cost	Federal Funds	State Funds
Roadway (Detour)	580	$ 295,100.00	$ 250,835.00	$ 44,265.00
Utility Work	580	119,914.00	101,926.00	17,988.00
Structures	580	1,540,947.00	1,309,804.00	231,143.00
Grading	178	3,399,400.00	2,889,489.00	509,911.00
Grading	580	274,493.00	233,319.00	41,174.00
Subtotal		$5,629,854.00	$4,785,373.00	$844,481.00
Reserve	178	31,000.00	26,350.00	4,650.00
Total		$5,660,854.00	$4,811,723.00	$849,131.00

Group 1: 95%; Group 8: 5%
Contract No. 9592
Prefix: 103-1964
Prefix: C09592

Group 1: 100%
Contract No. 9717
Prefix: 103-1964
Prefix: C09717

RLC:me

15[illegible]

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 1-1441		State Oregon
PROJECT REPORT NUMBER		County Clackamas
MODIFICATION NUMBER 3		Project Number IX-78(6)

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 17 , 19 83 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 4,634,897.00	$ 5,660,854.00
Federal funds	1,895,884.00 $ 2,043,776.00	2,767,947.00 (580) $ 2,043,776.00 (178)
Other revisions		

This modification is made for the following reasons: to include increase in construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 2ND day of JAN , 19 86 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Gary A. Potter

Manager, Program Section
(Title)

XXBy For: Larry Rulien

State Highway Engineer
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ____________________
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Gen. Files

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON DECEMBER 23, 1985

FEDERAL AID PROJECT NO. IX-78(6)

PARK PLACE-NEWELL CREEK
CASCADE HIGHWAY SOUTH
CLACKAMAS COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE Y008
ROADWAY (DETOUR AND STRUCTURES CONNECTIONS

Total Cost (Under Project Agreement)	$ 295,100.00

TYPE CODE Y060
UTILITY WORK

Total Cost (Under Project Agreement)	$ 119,914.00

TYPE CODE X281 ND X481
STRUCTURES

Total Cost (Under Project Agreement)	$1,540,947.00

TYPE CODE C000
ROADWAY (STA. 69+50 to STA. 109+55)(STA. 112+62 to STA. 144+50)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Embankment Foundation	$ 20.00	9,100	$ 182,000.00	11,000	$ 220,000.00
General Excavation	2.50	560,950	1,402,375.00	680,000	1,700,000.00
Additional Excavation (PA #2A)	2.00	----	----	10,222	20,444.00
Rock Embankment (PA #3B)	7.15	----	----	18,000	128,700.00
Pitrun Gravel, in Place	5.75	----	----	3,810	21,907.50
Cost Adjustment for Slate Excavation (PA #6A)	2.20	----	----	50,682	111,500.40
Slide Excavation (PA #7A)	4.70	----	----	15,000	70,500.00
Rock Buttress (PA #7B)	10.54	----	----	32,000	337,280.00
			$1,584,375.00		$2,610,331.90

Increase	$1,025,956.90
Subtotal from estimate of August 15, 1985	2,377,277.00
Subtotal	$3,403,233.90
Engineering	270,659.10
Total	$3,673,893.00

Length of Project	1.362 mi.
Cost of Roadway Per Mile	$2,697,425.11

Work Retained in Program

Total as on estimate of October 19, 1984	$ 31,000.00

SUMMARY OF FUNDS (85%)

Description	Appn Code	Total Cost	Federal Funds	State Funds
Roadway (Detour)	580	$ 295,100.00	$ 250,835.00	$ 44,265.00
Utility Work	580	119,914.00	101,926.00	17,988.00
Structures	580	1,540,947.00	1,309,804.00	231,143.00
Grading	178	2,373,443.00	2,017,426.00	356,017.00
Grading	580	1,300,450.00	1,105,382.00	195,068.00
Subtotal		$5,629,854.00	$ 4,785,373.00	$ 844,481.00
Reserve	178	31,000.00	26,350.00	4,650.00
Total		$5,660,854.00	$ 4,811,723.00	$ 849,131.00

Group 1: 95%; Group 8: 5%	Group 1: 100%
Contract No. 9592	Contract No. 9717
Prefix: 103-1964	Prefix: 103-1964
Prefix: C09592	Prefix: C09717
RLC:bkb	

9572 9717

STATE COPY

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	**Form Approved: O M B No. 04-R2089**
MONTHLY TRANSACTION NUMBER 8-84	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	**State** OREGON
PROJECT REPORT NUMBER		**County** CLACKAMAS
MODIFICATION NUMBER 2	8-26-85	**Project Number** IX-78(6)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on November 1, 19 83, is hereby modified as follows:

		Former amount	Revised amount
Estimated total cost of project		$ 4,422,897.00	$ 4,634,897.00
	Code 580	1,895,884.00	1,895,884.00
Federal funds	Code 178	$ 1,863,576.00	$ 2,043,776.00
Other revisions			

This modification is made for the following reasons: To include increase in construction cost.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 26TH day of AUG, 19 85.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

~~BY~~ FOR: E. S. Hunter, P.E.

Acting State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By Tony Burrow
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Gen. Files

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON AUGUST 15, 1985

FEDERAL AID PROJECT NO. IX-78(6)

PARK PLACE-NEWELL CREEK
CASCADE HIGHWAY SOUTH
CLACKAMAS COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE Y008
ROADWAY (Detour and Structures Connections)

Total Cost (Under Project Agreement) $ 295,100.00

TYPE CODE Y060
UTILITY WORK

Total Cost (Under Project Agreement) $ 119,914.00

TYPE CODE X281 and X481
STRUCTURES

Total Cost (Under Project Agreement) $1,540,947.00

TYPE CODE C000
ROADWAY (Sta. 69+50 to Sta. 109+55)(Sta. 112+62 to Sta. 144+50)

ITEM		UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT	
Straw Bale Sediment Barrier, Type "B"	Lin. Ft.	$ 10.00	500	$ 5,000.00	6,000	$ 60,000.00	
Embankment Foundation Excavation	Cu. Yd.	20.00	1,250	25,000.00	9,100	182,000.00	
SUBTOTALS				$ 30,000.00		$242,000.00	
						Increase	$ 212,000.00
				SUBTOTAL from Estimate of October 19, 1983			2,165,277.00
						SUBTOTAL	$2,377,277.00
						Engineering	270,659.00
						TOTAL	$2,647,936.00

Length of Roadway ------------------- 1.362 mi.

Cost of Roadway Per Mile ------------ $2,160,819.38

WORK RETAINED IN PROGRAM

Total as on Estimate of October 19, 1984 $ 31,000.00

SUMMARY OF FUNDS (85%)

DESCRIPTION	APPN CODE	TOTAL COST	FEDERAL FUNDS	STATE FUNDS
Roadway (Detour)	580	$ 295,100.00	$ 250,835.00	$ 44,265.00
Jtility Work	580	119,914.00	101,926.00	17,988.00
Structures	580	1,540,947.00	1,309,804.00	231,143.00
Grading	178	2,647,936.00	2,250,745.00	397,191.00
SUBTOTAL		$4,603,897.00	$3,913,310.00	690,587.00
Reserve	178	31,000.00	26,350.00	4,650.00
TOTAL		$4,634,897.00	$3,939,660.00	$695,237.00

Group 1: 95: Group 8: 5%
Contract No. 9592
Prefix: 103-1964
Prefix: C9592

Group 1: 100%
Contract No. 9717
Prefix: 103-1964
Prefix: C9717

RLC:pf

STATE COPY

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State Oregon
MONTHLY TRANSACTION NUMBER 11-46+47		County Clackamas
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	Project Number IX-78(6)
MODIFICATION NUMBER 1	11 1 83	

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 17, 19 83, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 1,955,961.00	$ 4,422,897.00
Federal funds	$ 1,662,565.00	$ 3,759,460.00
Other revisions		

This modification is made for the following reasons: adding grading contract.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 1st day of November, 19 83.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By __________

Manager, Program Section
(Title)

XRX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By __________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By __________
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon October 19, 1983

Federal-Aid Project No. IX-78(6)

Park Place-Newell Creek Section
Cascade Highway South
Clackamas County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code Y008
Roadway (Detour and Structures Connections)

Total Cost (Under Project Agreement)	$ 295,100.00

Type Code Y060
Utility Work

Total Cost (Under Project Agreement)	$ 119,914.00

Type Code X281 and X481
Structures

Total Cost (Under Project Agreement)	$ 1,540,947.00

Type Code C000
Roadway (Sta. 69+50 to Sta. 109+55)(Sta. 112+62 to Sta. 144+50)

Mobilization		All Required		$ 150,000.00
Temporary Protection and Direction of Traffic		All Required		2,000.00
Temporary Signs	128	Sq. Ft.	10.00	1,280.00
Temporary Barricades	2	Each	100.00	200.00
Temporary Plastic Safety Markers	10	Each	50.00	500.00
Flagmen	40	Hour	20.00	800.00
Straw Bale Sediment Barrier, Type A	1,400	Lin. Ft.	9.00	12,600.00
Straw Bale Sediment Barrier, Type B	500	Lin. Ft.	10.00	5,000.00
Temporary Slope Drains	1,800	Lin. Ft.	10.00	18,000.00
Temporary Scour Holes	6	Each	200.00	1,200.00
Temporary Sediment Fence	1,200	Lin. Ft.	10.00	12,000.00

Clearing and Grubbing		All Required		$ 69,000.00
Removal of Structures and Obstructions		All Required		10,000.00
Ditch Excavation	520	Cu. Yd.	10.00	5,200.00
Embankment Foundation Excavation	1,250	Cu. Yd.	20.00	25,000.00
General Excavation	560,950	Cu. Yd.	2.50	1,402,375.00
Rock Inlay	1,150	Ton	10.00	11,500.00
Impermeable Membrane	11,830	Sq. Yd.	2.00	23,660.00
Trench Excavation	3,485	Cu. Yd.	8.00	27,880.00
Finishing Roadbed and Slopes		All Required		49,000.00
Pit Run Gravel	4,380	Cu. Yd.	5.00	21,900.00
2 1/2"-1/2" Gravel	560	Ton	5.25	2,940.00
Watering	1,400	M-Gal.	5.00	7,000.00
Filter Fabric Membrane	2,400	Sq. Yd.	2.00	4,800.00
Haul Road Surfacing		All Required		35,000.00
Structure Excavation	280	Cu. Yd.	5.00	1,400.00
Special Wall Backfill	220	Cu. Yd.	10.00	2,200.00
Concrete in Walls	120	Cu. Yd.	200.00	24,000.00
Reinforcement in Walls	6,240	Lb.	0.60	3,744.00
6-inch Culvert Pipe	12	Lin. Ft.	10.00	120.00
12-inch Culvert Pipe	352	Lin. Ft.	15.00	5,280.00
18-inch Culvert Pipe	544	Lin. Ft.	20.00	10,880.00
24-inch Culvert Pipe	200	Lin. Ft.	20.00	4,000.00
36-inch Culvert Pipe	296	Lin. Ft.	50.00	14,800.00
60-inch Culvert Pipe	290	Lin. Ft.	60.00	17,400.00
12-inch Sewer Pipe	350	Lin. Ft.	18.00	6,300.00
15-inch Sewer Pipe	1,170	Lin. Ft.	20.00	23,400.00
18-inch Sewer Pipe	498	Lin. Ft.	24.00	11,952.00
3-inch Polyethylene Pipe	1,160	Lin. Ft.	2.00	2,320.00
12-inch Polyethylene Pipe	1,190	Lin. Ft.	5.00	5,950.00
6-inch PVC Pipe	340	Lin. Ft.	4.00	1,360.00
Extra for Pipe Under Pavement	30	Lin. Ft.	50.00	1,500.00
Concrete Manholes	3	Each	1,200.00	3,600.00
Concrete Inlets, Type B-SL	3	Each	450.00	1,350.00
Concrete Inlets, Type D	7	Each	500.00	3,500.00
Concrete Inlets, Type G-2MA	10	Each	550.00	5,500.00
3-inch Drain Pipe	950	Lin. Ft.	2.00	1,900.00
6-inch Drain Pipe	5,590	Lin. Ft.	2.00	11,180.00
8-inch Drain Pipe	2,600	Lin. Ft.	3.00	7,800.00
12-inch Drain Pipe	140	Lin. Ft.	15.00	2,100.00
Filter Fabric	8,000	Sq. Yd.	1.50	12,000.00
Gravel in Drains	1,110	Cu. Yd.	10.00	11,100.00
Temporary Concrete Barrier	600	Lin. Ft.	12.00	7,200.00
Paved Culvert End Slopes	142	Sq. Ft.	12.00	1,704.00
Loose Riprap, Class 50	110	Cu. Yd.	20.00	2,200.00
Roadside Seeding and Straw Mulch with Binder	32	Acre	600.00	19,200.00
Roadside Seeding and Straw Mulch Punched In	12	Acre	1,200.00	14,400.00
Excelsior Matting	1,434	Sq. Yd.	3.00	4,302.00
				$ 2,144,477.00

Anticipated Items

Temporary Erosion Control	All Required		$ 20,000.00
On-the-job Trainees (1,000 hrs. @ $0.80)	All Required		800.00
			$ 20,800.00
		Subtotal	$ 2,165,277.00
		Engineering	270,659.00
		Total	$ 2,435,936.00

Length of Roadway	1.362 mi.
Cost of Roadway Per Mile	$ 1,582,513.22

Work Retained in Program

Slide Correction	All Required	$ 20,000.00
State Furnished Settlement Monitoring Equipment	All Required	10,000.00
Abandon Well	All Required	1,000.00
		$ 31,000.00

SUMMARY OF FUNDS (85%)

Description	Total Cost	Federal Funds	State Funds
Roadway (Detour)	$ 295,100.00	$ 250,835.00	$ 44,265.00
Utility Work	119,914.00	101,926.00	17,988.00
Structures	1,540,947.00	1,309,804.00	231,143.00
Grading	2,435,936.00	2,070,545.00	365,391.00
Subtotal	$ 4,391,897.00	$ 3,733,110.00	$ 658,787.00
Reserve	31,000.00	26,350.00	4,650.00
Total	$ 4,422,897.00	$ 3,759,460.00	$ 663,437.00

Group 1 95%; Group 8 5%
Contract No. 9592
Prefix: 103-1964
Prefix: 103-1048

Group 1 100%
Contract No. 9717
Prefix: 103-1964
Prefix: 103-1060

9592

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 3-171	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State Oregon County Clackamas Project No. IX-78(6)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Park Place - Newell Creek Section

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	1-5-82	---

OTHER *(Specify)*

FUNDS

Pro-rata 85%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 1,955,961.00	$ 1,662,565.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Division
(Official name of Highway Agency)

By

Acting Program Section Manager
(Title)

XX for H. S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

for Dale E. Wilken

Date executed by Division Administrator MAR 2[illegible] 1983

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon March 4, 1983

Federal-Aid Project
No. IX-78(6)

Park Place-Newell Creek Section
Cascade Highway S.
Clackamas Highway

PROJECT AGREEMENT ESTIMATE

Type Code Y008
Roadway (Detour and Structures Connection)

Mobilization			All Required	$ 90,000.00
Temporary Protection and Direction of Traffic			All Required	5,800.00
Temporary Signs	264	Sq. Ft.	11.00	2,904.00
Temporary Barricades	6	Each	128.00	768.00
Temporary Guard Rail, Type 1	500	Lin. Ft.	7.00	3,500.00
Temporary Concrete Barricades, Lighted	300	Lin. Ft.	10.00	3,000.00
Temporary Plastic Safety Markers	5	Each	50.00	250.00
Flagmen	2,000	Hour	5.00	10,000.00
Clearing and Grubbing			All Required	17,000.00
Removal of Structures and Obstructions			All Required	2,000.00
General Excavation	15,170	Cu. Yd.	2.00	30,340.00
Trench Excavation	259	Cu. Yd.	5.00	1,295.00
Treated Base	200	Ton	30.00	6,000.00
Aggregate Shoulders	1,000	Ton	9.50	9,500.00
Class "B" Asphalt Concrete	400	Ton	34.50	13,800.00
8-inch Culvert Pipe	44	Lin. Ft.	8.00	352.00
12-inch Culvert Pipe	44	Lin. Ft.	12.00	528.00
18-inch Culvert Pipe	132	Lin. Ft.	15.00	1,980.00
24-inch Culvert Pipe	44	Lin. Ft.	30.00	1,320.00
12-inch Sewer Pipe	328	Lin. Ft.	12.00	3,936.00
12-inch Ductile Iron Sewer Pipe	20	Lin. Ft.	20.00	400.00
24-inch Ductile Iron Sewer Pipe	396	Lin. Ft.	50.00	19,800.00
Extra Pipe for Under Pavement	30	Lin. Ft.	30.00	900.00
Concrete Inlets, Type G-1	4	Each	400.00	1,600.00
Concrete Inlets, Type G-2MA	2	Each	500.00	1,000.00
Guard Rail, Type 2A	100	Lin. Ft.	15.00	1,500.00
Guard Rail, Type 3	100	Lin. Ft.	30.00	3,000.00
Guard Rail Anchors, Type 1	4	Each	325.00	1,300.00
Rail End Pieces, Type C	4	Each	85.00	340.00
Loose Riprap, Class 50	120	Cu. Yd.	10.00	1,200.00
				$235,313.00

Anticipated Items

Slide Correction		All Required	$ 25,000.00
Roadside Seeding and Mulching		All Required	1,000.00
Lawn Replacement		All Required	1,000.00
			$ 27,000.00
		Subtotal	262,313.00
		Engineering	32,787.00
		TOTAL	$295,100.00

Type Code Y060
Utility Work
Tri-City Service District

Trench Excavation	192 Cu. Yd.	5.00	$ 960.00
12-inch Sewer Pipe	192 Lin. Ft.	12.00	2,304.00
12-inch Ductile Iron Sewer Pipe	226 Lin. Ft.	20.00	4,520.00
Extra for Pipe Under Pavement	20 Lin. Ft.	30.00	600.00
Temporary Sanitary Sewer at Holcomb Blvd.		All Required	12,500.00
Concrete Manholes	3 Each	800.00	2,400.00
			$ 23,284.00

South Fork Water District

Trench Excavation	398 Cu. Yd.	5.00	1,990.00
30-inch Temporary Water Pipe	360 Lin. Ft.	60.00	21,600.00
30-inch Ductile Iron Water Pipe	300 Lin. Ft.	100.00	30,000.00
30-inch Butterfly Valve	2 Each	7,000.00	14,000.00
Bedding Material	23.2 Cu. Yd.	10.00	232.00
			$ 67,822.00

Park Place Water District

Trench Excavation	201 Cu. Yd.	5.00	1,005.00
12-inch Culvert Pipe	270 Lin. Ft.	12.00	3,240.00
6-inch Temporary Water Pipe	360 Lin. Ft.	12.00	4,320.00
6-inch Ductile Iron Water Pipe	300 Lin. Ft.	12.00	3,600.00
6-inch PVC Water Pipe	270 Lin. Ft.	10.00	2,700.00
6-inch Gate Valve	1 Each	500.00	500.00
Bedding Material	11.8 Cu. Yd.	10.00	118.00

	$ 15,483.00
Subtotal	106,589.00
Engineering	13,325.00
TOTAL	$119,914.00

Type Code X281
Structure, Bridge No. 16523 (Sta. 99 + 40.75)

Detour Structure		All Required	$ 58,617.00
Structure Excavation	300 Cu. Yd.	13.00	3,900.00
Structure Excavation Below Elevations Shown	30 Cu. Yd.	30.00	900.00
Special Wall Backfill	360 Cu. Yd.	12.00	4,320.00
Furnish Pile Driving Equipment		All Required	9,200.00
Furnish Concrete Piling	2,336 Lin. Ft.	9.00	21,024.00
Drive Concrete Piles	2,082 Lin. Ft.	1.00	2,082.00
Structural Concrete, Class 3300 (257 c.y.)		All Required	46,148.00
Structural Concrete, Class 5000 (690 c.y.)		All Required	149,000.00
Expansion Joints, Single Seal	50 Lin. Ft.	118.00	5,900.00
Reinforcement (106,000 lbs.)		All Required	39,050.00
Coated Reinforcement (27,000 lbs.)		All Required	14,575.00
Prestressing Steel (60,000 lbs)		All Required	70,500.00
Reinforced Concrete Bridge End Panels	208 Sq. Yd.	57.00	11,856.00
Bearing Devices	5 Each	670.00	3,350.00
Three Tube Steel Railing	422 Lin. Ft.	49.50	20,889.00
1-1/2 inch Electrical Conduit	217 Lin. Ft.	8.00	1,736.00
			$463,047.00

Type Code X481
Structure, Bridge No. 16522

Shoring, Cribbing, Etc.		All Required	7,296.00
Structure Excavation	700 Cu. Yd.	27.00	18,900.00
Structure Excavation Below Elevations Shown	70 Cu. Yd.	30.00	2,100.00
Special Wall Backfill	170 Cu. Yd.	14.00	2,380.00
Furnish Pile Driving Equipment		All Required	26,000.00
Furnish Concrete Piling	3,906 Lin. Ft.	9.00	35,154.00
Drive Concrete Piles	3,356 Lin. Ft.	1.00	3,356.00
Structural Concrete Class 3300 (445 c.y.)		All Required	68,850.00
Structural Concrete, Class 4000 (94 c.y.)		All Required	19,233.00

Structural Concrete, Class 5000 (1,496 c.y.)		All Required	416,477.00
Expansion Joints, Single Seal	156 Lin. Ft.	118.00	18,408.00
Reinforcement (272,000 lbs)		All Required	96,380.00
Coated Reinforcement (97,500 lbs)		All Required	51,005.00
Prestressing Steel (103,000 lbs)		All Required	107,070.00
Reinforced Concrete Bridge End Panels	330 Sq. Yd.	58.00	19,140.00
Concrete Slope Paving	480 Sq. Yd.	28.00	13,440.00
Slope Paving Curbs	115 Lin. Ft.	13.00	1,495.00
			$906,684.00
		Subtotal (Structures)	$1,369,731.00
		Engineering	171,216.00
		TOTAL	$1,540,947.00

Summary of Funds (85%)

Description	Total Cost	Federal Funds	State Funds
Detour and Str. Conn.	$ 295,100	$ 250,835	$ 44,265
Utility Work	119,914	101,926	17,988
Structures	1,540,947	1,309,804	231,143
Subtotal	$1,955,961	$1,662,565	$293,396
Retained in Program	2,368,649	2,013,352	355,297
TOTAL	$4,324,610	$3,675,917	$648,693

Group 1 95%; Group 8 5%)
Contract No. 9592
Prefix 103-1964
Prefix 103-1048

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Park Place-Newell Cr. (Structures)

WEEK ENDING: January 25, 1986

SECTION PREFIX: C09592

HIGHWAY: Cascade, South

COUNTY: Clackamas

NAME OF JOB: Park Place - Newell Cr. (Struc)

KIND OF WORK: Structures

CONTRACTOR: Ross Bros. Construction

CONTRACT NUMBER: 9592

FEDERAL AID PROJECT NUMBER: IX-78(6)

DATE OF CONTRACT: February 2, 1983

DATE WORK STARTED: February 9, 1985

ESTIMATED COMPLETION DATE: n/a

AVERAGE FORCE ON PROJECT FOR THE WEEK:
MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS: n/a

WORK DAYS USED: n/a

SPECIFIED CALENDAR DAYS: n/a

CALENDAR DAYS USED: n/a

SPECIFIED COMPLETION DATE: A=8-31-83 B=1-17-84*

PERCENT OF TIME ELAPSED: A 131% B 100%

PROJECT AUTHORIZATION: $ 1,955,962.13

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

EXCLUSIVE OF ENGINEERING: $ 1,816,871.49

ENGINEERING AUTHORIZATION: $ 139,090

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 95

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 1,625,123.49

ENGINEERING COST TO DATE: $ 240,750

DATE PROJECT WAS COMPLETED: January 17, 1984

ESTIMATED PERCENT: [redacted] UNDERRUN 11 %

PERCENT OF AUTHORIZATION: 173 %

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
100	100	100	100	100			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.19	0.19			0.19
MILES PARTIALLY COMPLETED					
MILES COMPLETED	0.19	0.19			0.19
TOTAL ESTIMATED QUANTITIES (CONTRACT)	15,290 cy	1,290 tn			400 tn
TOTAL QUANTITIES CORRECTED TO DATE	5,190 cy	1,123 tn			398 tn
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	5,190 cy	1,123 tn			398 tn
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0	0			0
NUMBER OF SHIFTS PER DAY	0	0			0
HOURS PER SHIFT	0	0			0

EQUIPMENT USED DURING THE WEEK: None used.

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	16522	16523						
PERCENT	100	100						

JAN. 1986	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 19				
MONDAY 20				
TUESDAY 21				
WEDNESDAY 22				
THURSDAY 23				
FRIDAY 17				
SATURDAY 18				

CONT. No.: 9592

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

DATE: JAN. 25, 1986

19 SUNDAY	No Activity
20 MONDAY	No activity.
21 TUESDAY	No activity.
22 WEDNESDAY	No activity.
23 THURSDAY	No activity.
17 FRIDAY	No activity.
18 SATURDAY	No activity.

REMARKS

SUMMARY: No activity this week. Contractor has completed field work. Part of Bid Item notes have been submitted for pre-check. Expect Semifinal Estimate to be submitted by January 31, 1985.

ANTICIPATED: Office work on Semifinal Estimate.

SIGNED Earl Mershon LOCATION Portland, OR
Earl Mershon, Project Manager

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP*F216

jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(6)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71112

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE May 24, 1985

8. FEDERAL ROUTE NUMBER Primary 78

9. STATE ROUTE NUMBER Secondary 160

10. GENERAL LOCATION:
Park Place - Newell Creek Section

11. GENERAL DESCRIPTION OF WORK
Soils investigations at potential slide and design corrective measures

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 5-24-85 as requested in Mr. Fredrickson's letter of 1-10-86 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 2 is approved to a TEC of $20,000; Federal Funds $17,000.

RECEIVED
STATE HWY ENGR
JAN 24 '86
REFER TO Potter
FOR

Info	Invest	R/D	D/R	Sign	Act	File

Orig. to
1/24

14. DATE 1/23/86

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

STATE OF OREGON **INTEROFFICE MEMO**

TO: MEMO TO THE FILE

DATE: December 30, 1985

FROM: ALLAN C. HARWOOD
Metro Region Operations Engineer

OM [illegible] CE [illegible] CE
TCS
... Metro Region TAM
..S PA [illegible] BUD L..

SUBJECT: Oregon City Bypass
Sanitary Sewer Installation

Following a meeting in Salem with Bill Cloran, Pat Schwartz, and Bryant Jackmond, to discuss how to proceed with sewer construction and the need for early deposit to cover the added sewer costs, I met with Dave Abraham, Director Tri-City Sewer District.

I told Dave that as long as we kept trying to tie in ultimate responsibility for the increased costs with the question of how to get the work accomplished, we were going to continue to have problems. We keep threatening the District and Oregon City with a shut-down of work on the sewer system, they keep holding the deposits necessary to insure that work will continue hostage to force negotiation on the question of ultimate responsibility.

Dave and I agreed that it was in everybody's best interest to complete the sewer and deal with responsibilities later. I

gave Dave a copy of John Aniker's December 17 letter, and discussed with Dave the resolution passed by the City of Oregon City. I told Dave that to insure that the work on the sewer would proceed, I felt we needed the following.

1. Assurance that money necessary to pay the contractor was on deposit at the time payment to the contractor is due.

2. Access to any interests earned on monies in the pool, which would form a reserve if all other monies in the pool were exhausted.

3. Payment not be withheld on liabilities accrued prior to notice of intent to withhold future payments. This is to cover the item in the resolution which states that Oregon City reserves the right to withhold payments in the event of litigation or arbitration.

NOTED
W. E. SCHWARTZ

RECEIVED
STAT HWY ENGR
DEC 31 '85
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4. That additional deposits into the pool would not be dependent upon previously deposited money being totally exhausted, but rather would be dependent upon obligations incurred.

ACH/gw-044
cc W. E. Schwartz
O. B. Jackmond
Jack Sollis
Bill Cloran

12-12-85

THE SUBURBS

Oregon City put between rock, h

By LINDA McCARTHY
Correspondent, The Oregonian

OREGON CITY — City officials have agreed to put up $200,000 to cover unexpected sewer line construction costs that threaten to delay once again the completion of the Oregon City Bypass highway.

But they hope to begin negotiations soon with the Oregon Department of Transportation and the Tri-City Service District to work out an agreement whereby the three agencies would share the cost of the sewer work that will be required in the bypass right of way.

The commission last week approved a resolution calling for the city to put up the money, which will be used to remove rock formations that were discovered after work on a Tri-City Service District sewer line had begun.

The Tri-City Service District, serving the cities of Oregon City, West Linn and Gladstone, entered into an agreement with the state in November 1984 for construction of a sanitary sewer line in the bypass right of way. Both projects are scheduled to be finished by the fall of 1986.

Dave Abraham, director of the Clackamas County Department of Utilities, said the state had called for bids on the entire project at once, including construction of the bypass, the interceptor sewer and the city's trunk line.

Abraham said the district's share of the bill amounted to $406,200, while the city was asked to pay $265,000 for the trunk line from Beavercreek Road south to Molalla Avenue.

However, when work on the project began, large rock formations were discovered in the area where the city's trunk line was to be installed.

"There was no (financial) allowance for rock removal. (The contractor) got in there and found solid rock where they were supposed to put the pipes," City Manager Noel Klein said.

Klein said the city had turned to the state and the service district for help because the city felt those officials should have been aware of the problem before construction began.

"The state has come back and said unless we come up with the money, they'll close it down and pave over it," Klein said. "We're caught between a rock and a hard place — literally."

City commissioners said they were willing to put up the money in order to keep the project moving. The problem with the sewer line so far has not resulted in any delays, Klein said.

"We hope to get a significant portion of (the

Defense opens trial in scalping

By JAMES MAYER
of The Oregonian staff

HILLSBORO — The attorney for a 38-year-old Beaverton man said Wednesday that his client was trying to cut his wife's hair with a butcher knife after a night of angry confrontations last summer, but inadvertently

NOTED
W. E. SCHWARTZ

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"The state has come back and said unless we come up with the money, they'll close it down and pave over it," Klein said. "We're caught between a rock and a hard place — literally."

City commissioners said they were willing to put up the money in order to keep the project moving. The problem with the sewer line so far has not resulted in any delays, Klein said.

"We hope to get a significant portion of (the $200,000) back. That's the purpose of entering into negotiations with Tri-City and the state," Klein said.

Abraham agrees with Klein that the city should not be burdened with the entire bill.

"The state has indicated a willingness to negotiate but will still want the money guaranteed before work continues," Abraham said.

Al Stormo, the assistant project manager for the highway department on the bypass project, said the state could not spend money on a sewer project, but he said state officials were willing to look into the matter.

"This hasn't had an effect on the job as of yet, but it could if it is not resolved," Stormo said.

Klein said the city had some money in a sewer contingency fund that could be used for the project.

Walkers can cross on bridge

By WEB RUBLE
of The Oregonian staff

SANDY — The Bull Run Bridge opened to foot traffic Wednesday.

However, the bridge will remain closed to autos until it is repaired or a new one is built, said Ardis Stevenson, Clackamas County communications director.

The 240-foot bridge across the Bull Run River was damaged Monday when a city of Portland crane caught and ripped out an overhead girder. The damage led Clackamas County to close the bridge for safety reasons and because the crane was blocking it.

The crawler crane, used by the Portland Water Bureau for lifting work in its Bull Run watershed operations, was removed Wednesday after crews did some minor shoring to the bridge.

The closure cut off 106 families who live north of the bridge from the rest of Clackamas County.

School buses hauling the 57 children of those families to and from Sandy Union High and Bull Run Elementary

March 25, 1985

The Honorable Randy Miller
State Representative
H-382 State Capitol
Salem, Oregon 97310

CON

This letter is in response to a request Kathy Epley of your office made to Allan Harwood, our Metro Operations Engineer, concerning our plans with regard to the Oregon City Bypass project. Ms. Epley indicated that a number of calls have been received by your office expressing concern that the bypass project had been halted, and possibly abandoned, due to massive mud slides.

While the project has been shut down for the winter, I can assure you that it has not been abandoned. The native material throughout the project is very unstable and we have had a number of slides develop. This last winter only one new minor slide developed, so it is our feeling that corrective work performed the last two summers has stabilized material in the roadway section and that no further serious problems will be encountered.

The project is being constructed under three major contracts. The last contract, for paving, was awarded in November 1984. Due to the magnitude of the project, and the sensitivity of asphalt paving to weather, it will require two summer seasons to complete. We therefore expect the project to be completed late summer of 1986.

H. S. Coulter
State Highway Engineer

ACH:cp sl

bc W. E. Schwartz
E. L. Hardt
Allan Harwood

STATE OF OREGON

INTEROFFICE MEMO

TO: W. E. SCHWARTZ
Asst. Highway Engineer

DATE: March 21, 1985

FROM: ALLAN C. HARWOOD
Metro Region Operations Engineer

SUBJECT: OREGON CITY BYPASS
Contract 9592 and Others

The last couple of days I've had several calls from Kathy Epley on behalf of Representative Miller concerning rumors circulating about the Oregon City Bypass project being abandoned as a result of massive mud slides. Despite my verbal assurances that this is not so, she asked that the Department direct a letter to Representative Miller assuring him that the project had not been abandoned. Enclosed is a suggested draft of such a letter. If you prefer that I send it, let me know.

ACH/cp

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STATE HWY ENGR
MAR 22 '85
REFER TO
FOR

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81-125-1387

FILE: MAT

STATE OF OREGON **INTEROFFICE MEMO**

TO: W. E. Schwartz
E. S. Hunter

DATE: March 25, 1985

FROM: Jack Sullivan, PE Jack
Engineer of Materials

SUBJECT: Distribution of Report on Lime-Fly Ash Treatment on the Oregon City Bypass project

Copies KES [illegible]

Accompanying this letter please find a report entitled "Lime-Fly Ash Treatment of Base and Subgrade".

This report describes the test program undertaken on material from the Oregon City Bypass project. The focus of the test program was to determine the feasibility of using a lime-fly ash treatment on base rock and subgrade materials for this project.

This report was referred to in Section 756 of a report issued July 1984 by the Materials Section entitled "Evaluation of Fly Ash as an Admixture in P.C.C." In that report this test program was identified as an in progress investigation of alternate uses of fly ash.

Any questions you may have pertaining to this report may be directed to Dick Dominick at 378-2621.

JS:DD/gs

cc: C. O. Fredrickson
D. O. Christensen
John Scofield
Ron Noble
Region Const. Engr.
Jim Wilson
Dick Dominick

NOTED
W. E. SCHWARTZ

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125-1387

MATERIALS SECTION

Oregon State Highway Division

LIME-FLY ASH TREATMENT OF BASE AND SUBGRADE

By

Richard L. Dominick
Soils Group Leader
Oregon Department of Transportation

and

Jack Sullivan
Engineer of Materials
Oregon Department of Transportation

February, 1985

MATERIAL SECTION

Oregon State Highway Division

Lime-Fly Ash Treatment of Base and Subgrade

During the summer of 1984 the Materials Section evaluated several samples from the Oregon City Bypass project for possible treatment with a combination of lime and fly-ash. This test program was referred to in the OSHD report "Evaluation of Fly Ash as an Admixture in Portland Cement Concrete". Samples were submitted for testing at the direction of the Surface Design Unit. The Materials Section received one sample of 1"-0 crushed based rock and three samples of subgrade soil for evaluation.

I. BASE ROCK

The base rock submitted for testing was a 1"-0 crushed base rock sampled at the Cascade Construction stockpile. The Surface Design Unit designated a ratio for additive materials of one part hydrated lime to four parts fly ash by weight. All fly ash, unless otherwise noted, was Class "F" fly ash from Centralia, Washington.

Moisture-density (AASHTO T-99) tests were performed on the base rock with selected percentages (based on dry aggregate weight) of the lime-fly ash combination added. The lime-fly ash combination was added to the base rock approximately one hour prior to compaction. The following densities and moistures occurred at these designated percentages of lime-fly ash additive:

% Lime-Fly Ash	Maximum Dry Density	Corresponding Optimum Moisture %
0	125.5 pcf.	5.3
5	136.7 "	9.0
10	140.7 "	6.9
15	138.3 "	8.5
20	133.8 "	9.6

After determining that, at a 10% lime-fly ash addition, maximum density was achieved, Soils Group personnel compacted two additional samples by AASHTO T-99 with 10% lime-fly ash added. One sample contained the Centralia Class "F" fly ash used in previous testing. The second sample contained Class "C" fly ash from Laramie River. Both samples employed the 1 to 4 lime-fly ash ratio used in previous testing. These fabricated samples were moist cured for seven days, and then tested for maximum compressive strength at 0.05 inches per minute strain rate. Results of these tests were:

Class "C" fly ash (Laramie River)	Class "F" fly ash (Centralia)
200 psi	156 psi

Untreated base values range from 50-100 psi. Treatment with 5% cement typically results in 500-1200 psi. Complete test results on this sample of base rock is reported on Lab Report No. 84-6448.

II. SUBGRADE SOIL

There were three subgrade soil samples submitted for testing. Generally, these were nonplastic silts with varying percentages of sand and clay. They were sampled at Stations 118, 121, and 138, and reported on Lab Report No's. 84-0531, 84-0532, and and 84-0533 respectively.

An initial ratio of one part hydrated lime to four parts Class "F" Centralia fly ash by weight was established by the Surface Design Unit. In this proportion, lime and fly ash were added to the soil, at various percentages of aggregate dry weight, for moisture-density testing (AASHTO T-99). The lime-fly ash was added approximately one hour prior to compaction. The following densities and moistures occurred at these designated percentages of lime-fly ash additive:

% Lime-Fly Ash	Maximum Density	Optimum Moisture %
84-0531		
0	107.8 pcf.	17.7
7	103.1 "	19.2
15	101.4 "	20.2
20	100.7 "	19.8
25	99.0 "	20.1
32	98.3 "	20.3
84-0532		
0	104.2 pcf.	18,5
7	101.9 "	18.8
14	100.6 "	19.1

84-0533		
0	101.6 pcf.	20.1
7	98.9 "	20.2
14	99.4 "	19.3

At this point in the testing it was apparent that the soils with no addition of lime-fly ash yielded the highest density. This is also true when only lime is added to soil. The Surface Design Unit determined that 7% was the minimum addition they wished to consider. Since density decreased as the addition of lime-fly ash increased, subsequent testing was performed on samples containing 7% lime-fly ash. This afforded the highest density possible at a minimum acceptable percentage of lime-fly ash.

The ratio of lime to fly ash was now varied as samples were compacted (by AASHTO T-99) for compressive strength. The following tables show class and source of fly ash, the ratio of lime to fly ash at the 7% addition rate, and the maximum compressive strength achieved at a strain rate of 0.05 inches per minute. After compaction, samples were moist cured for seven days prior to testing for maximum compressive strength.

Fly Ash Class (Source)	Lime-Fly Ash Ratio	Compressive Strength
84-0531		
Untreated	-	45 psi
"F" (Centralia)	1-3	64 "
"F" "	1-4	62 "
"F" "	1-5	69 "
"C" (Laramie River)	1-5	63 "

84-0532

Untreated	-	24 psi
"F" (Centralia)	1-5	46 "
"F" "	1-4	46 "
"F" "	1-2.5	59 "
"C" (Laramie River)	1-2.5	59 "

84-0533

Untreated	-	21 psi
"F" (Centralia)	1-5	37 "
"F" "	1-4	33 "
"F" "	1-2.5	53 "
"C" (Laramie River)	1-2.5	47 "

The samples with Class "C" fly ash were tested at the lime-fly ash ratio which achieved the highest compressive strength when using Class "F" fly ash. A 1 to 2.5 lime-fly ash ratio was the richest in lime that the Surface Design Unit wished to consider. A typical strength for soil treated with lime would only be 40-80 psi. This soil type treated with 5% cement would yield 80-200 psi. 150 psi is considered an acceptable minimum strength for design purposes. Complete test results on these samples are reported on Lab. Report No's. 84-0531, 84-0532, and 84-0533.

III. IMPLEMENTATION

Near the completion of the lime-fly ash evaluation program on these samples, the Materials Section was informed that no combination lime-fly ash additive would be used on this project.

IV. CONCLUSIONS & RECOMMENDATIONS

1. This was an examination of a specific treatment on a specific situation to examine the feasibility, not a general study, of the value of lime-fly ash in the treatment of soil and aggregate.

2. If we wish to consider lime-fly ash as a realistic alternate treatment of soil and base aggregate, we should examine different soil types, and utilize comparison to other types of additives such as lime only, or fly ash only.

3. The addition of lime-fly ash clearly lowered the density and raised the compressive strength of the untreated soil, but not to a significant level. Neither the class of fly ash used or the lime-fly ash ratio employed had any significant effect on the compressive strength.

4. For this type of soil a cement or cement-fly ash combination would have been more appropriate. It is a more effective additive to silts.

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Park Place - Newell Cr. (Structures)
WEEK ENDING: MAR. 23, 1985
SECTION PREFIX: 103-1048
HIGHWAY: Cascade, South
COUNTY: Clackamas
NAME OF JOB: Park Place - Newell Cr. (Struc)
KIND OF WORK: Structures
CONTRACTOR: Ross Bros. Construction
CONTRACT NUMBER: 9592
FEDERAL AID PROJECT NUMBER: IX-78(6)
DATE OF CONTRACT: February 2, 1983
DATE WORK STARTED: February 9, 1983
ESTIMATED COMPLETION DATE: n/a
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0
SPECIFIED WORK DAYS: n/a
WORK DAYS USED: n/a
SPECIFIED CALENDAR DAYS: n/a
CALENDAR DAYS USED: n/a
SPECIFIED COMPLETION DATE: A=8-31-83 B=1-17-84*
PERCENT OF TIME ELAPSED: A 131 B 100
PROJECT AUTHORIZATION: $ 1,955,962.13
EXCLUSIVE OF ENGINEERING: $ 1,816,871.49
ENGINEERING AUTHORIZATION: $ 139,090
PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 1,625,123.00
ENGINEERING COST TO DATE: $ 239,800
PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 95
ESTIMATED PERCENT: [redacted] UNDERRUN 11 %
PERCENT OF AUTHORIZATION: 173 %
DATE PROJECT WAS COMPLETED: January 17, 1984

* 2-7-84 Time Extension

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
100	100	100	100	100			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.19	0.19			0.19
MILES PARTIALLY COMPLETED					
MILES COMPLETED	0.19	0.19			0.19
TOTAL ESTIMATED QUANTITIES (CONTRACT)	15,290 cy	1,290 tn			400 tn
TOTAL QUANTITIES CORRECTED TO DATE	5,190 cy	1,123 tn			398 tn
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	5,190 cy	1,123 tn			398 tn
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0	0			0
NUMBER OF SHIFTS PER DAY	0	0			0
HOURS PER SHIFT	0	0			0

EQUIPMENT USED DURING THE WEEK:

None used.

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	16522	16523						
PERCENT	100	100						

MAR. 1985	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 17				
MONDAY 18				
TUESDAY 19				
WEDNESDAY 20				
THURSDAY 21				
FRIDAY 15				
SATURDAY 16				

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COE .... OM .... SA ..... CC .....
OE .... MAR 27 1985 FE ..... CP .....
CA .... TQC ....
CAM .... CONSTRUCTION QCS ....
SEO .... SECTION FILE ....

CONT. No.: 9592 DATE: MAR. 23, 1985

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

17 **SUNDAY**	
18 **MONDAY**	No activity from March 15, through March 21, 1985.
19 **TUESDAY**	
20 **WEDNESDAY**	
21 **THURSDAY**	
15 **FRIDAY**	
16 **SATURDAY**	

REMARKS

SUMMARY: No activity this week. Contractor has completed field work. Part of Bid Item notes have been submitted for prechecking. Some material certifications needed prior to submittal of Third Notification. Expect Semi-Final Estimate to be submitted by March 29, 1985.

ANTICIPATED: Office work on Semi-Final Estimate.

SIGNED Earl Mershon LOCATION Portland, OR

Earl Mershon, Project Manager

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP*F216

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CLACKAMAS

PATRICK L. LILLY and JUDY A. LILLY, husband and wife,

Plaintiffs.

vs.

RICHARD SHRAKE and STATE OF OREGON, Dept. of Transportation,

Defendants.

No. 82-4-257

STIPULATED ORDER OF DISMISSAL WITH PREJUDICE

Based upon the Stipulated Decree of plaintiffs, the above entitled suit is hereby dismissed with prejudice against the defendant, STATE OF OREGON, Dept. of Transportation.

DATED this ______ day of __________, 1984.

____
Circuit Court Judge

I, TERRANCE L. McCAULEY, attorney for plaintiffs PATRICK A. LILLY and JUDY A. LILLY, husband and wife, hereby stipulate to the above ORDER OF DISMISSAL WITH PREJUDICE.

McCauley
Terrance L. McCauley
OSB #70088
Attorney for Plaintiffs

I, ROBERT A. PETERSEN, Assistant Attorney General, of attorneys for STATE OF OREGON, Dept. of Transportation, hereby stipulate

//

to the above ORDER OF DISMISSAL WITH PREJUDICE.

Robert A. Petersen
OSB #71133
Attorney for Defendant
STATE OF OREGON
Dept. of Transportation

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
9002 SE. McLOUGHLIN BLVD., MILWAUKIE, OREGON 97222 PHONE 653-3090

November 23, 1984

In Reply Refer To
File No.

Martin Boehme
20232 S. Jasan Dr.
Oregon City, OR 97045

Your November 12 letter addressed to the Department of Transportation, Salem, regarding traffic problems on I-205 and I-5 has been referred to this office. We will review traffic conditions and traffic projections at the northbound exit from I-205 to Washington Street and determine whether the situation requires any modification. We will keep you posted on the results of that investigation.

Regarding the southbound exit from I-5 to Stafford Road, we have alleviated that morning backup problem by installing stop signs on Stafford Road, which allows the off-ramp traffic freer access to Stafford Road. We have a contract underway for a traffic signal at this location which, when completed, should take care of that problem.

We appreciate your concern for traffic safety on the freeways and, as mentioned above, will advise you when we come to some conclusion about the Washington Street exit from I-205.

ORIGINAL SIGNED BY
EDWARD L. HARDT

NOTED
E. S. HUNTER

Edward L. Hardt
Metro Region Engineer

ELH/cp
bc H. S. Coulter
E. S. Hunter
Tom Schwab

RECEIVED
STATE HWY ENGR
NOV 27 '84
REFER TO
FOR

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20252 S. JASAN DR
OREGON CITY, OR 97045
NOV 12, 1984

OREGON DEPT OF TRANSPORTATION
STATE HIGHWAY DIVISION
SALEM, OR 97310

GENTLEMEN:

THE PUBLIC IS LOOKING FORWARD TO THE COMPLETION OF THE OREGON CITY BYPASS. I WANT TO AMPLIFY THE PUBLIC'S CONCERN ABOUT A POTENTIALLY DANGEROUS PROBLEM AT THE PARK PLACE EXIT (EXIT #10).

DURING THE EVENING COMMUTE, NORTHBOUND TRAFFIC ON I-205 MUST CURRENTRY WAIT A LONG TIME IN ORDER TO MAKE A RIGHT TURN ONTO SOUTHBOUND WASHINGTON STREET. THIS IS DUE TO THE STACK-UP OF TRAFFIC WHICH IS USING THE SOUTHBOUND EXIT. THE VEHICLES SLOW DOWN TO LOOP AROUND ONTO WASHINGTON STREET. VERY FEW GAPS EXIST FOR THOSE OF US WAITING AT THE STOP SIGN TO TURN RIGHT ONTO WASHINGTON. THIS SITUATION WILL WORSEN WHEN THE BYPASS IS DONE.

A SIMILAR SITUATION EXISTS RIGHT NOW AT THE I-5 SOUTHBOUND EXIT FOR BURNS BROS. (EXIT #286). DURING THE MORNING COMMUTE, VEHICLES MUST EXIT ONE-HALF MILE FROM THE OFF-RAMP ONTO THE SHOULDER OF THE FREEWAY IN ORDER TO LINE UP TO MAKE A TURN. A SIMILAR SITUATION AT THE PARK PLACE EXIT WOULD HAVE NORTHBOUND TRAFFIC FROM THE McLOUGHLIN INTERCHANGE ACCELERATING INTO THE VEHICLES WANTING TO GET INTO LINE TO EXIT AT PARK PLACE

HOPEFULLY YOUR DESIGN PLAN FOR THE BYPASS EXIT FROM I-205 HAS TAKEN THIS PROBLEM INTO ACCOUNT.

SINCERELY,

Martin L. Boehme

RECEIVED
STATE HWY ENGR
NOV 14 '84
REFER TO Hunter
FOR
Info Inves R/O [✓ D/R] Sign Act File

Orig – 11-14-84
Ed Hardt
Dls reply
cc Coulter
EDH

CC: AUTOMOBILE CLUB OF OREGON
600 S.W. MARKET ST.
PORTLAND, OR 97201

ENTERPRISE-COURIER
8TH & MAIN
OREGON CITY, OR 97045

Hal

[illegible]

Asbestos bonded pipe on Carson City Bypass was used for storm sewer pipe in the Landfill area due to highly corrosive to Leachate water.

Metal pipe was used to maintain integrity where settlement is anticipated to continue.

Fred

NOTED
DON TROUT

11/9/84

Hal,

From materials section info, we have installed just one polymer coated galv. CMP in 1980, but it was not in a site we would describe as "aggressive," pH 5.5, resistivity 3,700 ohm-cm. After 2 yrs, condition was described as good.

Other than this, Oregon has not had any experience with the precoated pipe.

The site of the landfill would be described as aggressive with pH value up to 12, & possible presense of leachate, and would be detrimental to bare metal. Asphalt coating would increase the protection, but not to the anticipated degree of the asphalt plus asbestos bonded.

Arkansas State Highway sent questionaires to all the states regarding the use of various culvert materials and coatings in 1982. 39 states responded. 9 stated the precoated galv. CMP had been used on a limited or experimental basis. 10 more stated they had used it. Of the 19 states stating they had used it, 15 stated it was an allowed alternative. Most of the comments recieved ranged from "limited experience," to "Good in high corrosive environment." 7 states responded to a question regarding the amount of time in place on their installations. 1 state had 25+ years, 1 had 10+ years, 2 had 7 years, 1 had 6 years 1 had 4 years and 1 had 3 years.

I have just one brochure on the precoated galv. CMP published by USS and called Nexon Precoated Culvert Sheet. It refers to AASHTO Specs M-245 & M-246 which are the appropriate specs for this product. Within its text it states that the product "is considered by independent researchers to be a very satisfactory alternate for hot dipped asphalt coatings from a performance standpoint and far superior from a handling and environmental standpoint.

In summary, we have a unique installation in regards to the pipe environment, known to be aggressive. The asbestos bonded with asphalt coating galv. CMP is a generally recognized treatment for hostile environments. While there isn't much information to go on, what is available indicates the precoated galv. CMP would offer less protection than the asbestos bonded, asphalt coated galv. CMP. I would therefore feel uncomfortable to allow it as an equal alternate to the asbestos bonded asphalt coated galv. CMP.

Donnie R. Lafford 11-9-84

75 1

STATE OF OREGON

INTEROFFICE MEMO

RECEIVED
STATE HWY ENGR
NOV 8 '84
REFER TO
FOR
Info | Inves | R/D | D/R | Sign

TO: MEMO TO THE FILES

DATE: November 8, 1984

Don

FROM: Donald L. Trout
Final Project Coordinator

SUBJECT: Oregon City Bypass
2nd Review of Erosion Control

Copy
+ 97.7
+ 95+7

At the request of Project Manager, Dave Willhite, a follow-up on-site field review of erosion control work was made on November 6, 1984. Those present were:

Wendell Stanley	Ore. State Highway Div.
Al Stormo	" " " "
Brent Forsberg	Ore. Dept. Fish & Wildlife
Jay Massey	" " " "
Merle Anderson	Ore. State Highway Div.
Don Trout	" " " "

Since the October 15, 1984 field review considerable work has been done near the garbage dump south of Redland Road to effectively control erosion of disturbed areas not finished to grade. Appropriate measures have been taken to minimize erosion and restrict sedimentation to the project work area.

All slopes and top subgrade surfaces have been mulched with straw. Hay bale sediment dams have been constructed in critical areas along the toe of slopes and at the top of fill slopes. The bales are working effectively in containing sediment and directing water flow to planned locations. Collected surface water is being carried off in pipes.

The large concrete catch inlet previously undermined has had the grading repaired around it and plastic sheeting and haybales are being used to direct the water into it. It is now functioning properly. The waste area, southerly of this garbage dump area, has been mulched with straw. Haybale dams have been constructed on the roadway in this area to control the run-off. A large drainage pipe with a flexible plastic extension carries the water around the upper end of the waste area. Haybale sediment dams are in place below the waste area to contain the sediment.

The water in Newell Creek at the large multiplate pipe is extremely clear showing that there is no sediment entering the stream above this point. Newell Creek entering Abernathy shows some discoloration, but it is minimal.

25-387

Contains Recycled Materials

Conclusion

The entire job now appears to be adequately winterized to keep sediment from entering the streams. Continuous maintenance throughout the winter will be necessary to maintain erosion control. The quality of this new work is comparable to that previously reported on the rest of the project. Oregon Department of Fish & Wildlife representatives were pleased to see the work had been completed.

All those responsible for this recent erosion control work, the Project Manager and his crew and the contractor, are to be commended for a job well done under extremely difficult conditions.

DLT:bn

cc: E.S. Hunter
E.L. Hardt
Dave Willhite

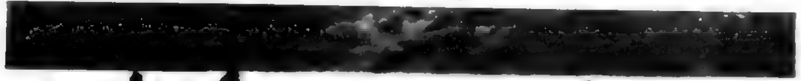
The following
Document(s)
are
Photographs

Oregon City By-Pass

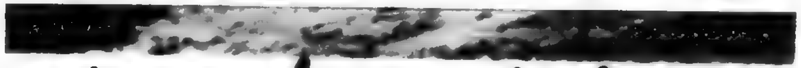
Pictures taken during follow up field review of erosion control work.

11-6-84

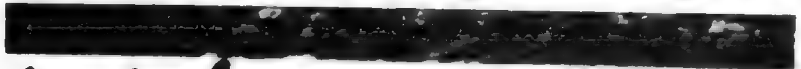
Sedimant & haybale dam



Hay bale check dams



Sediment & Haybale Dam



Haybale sediment trap

Hay bale dams

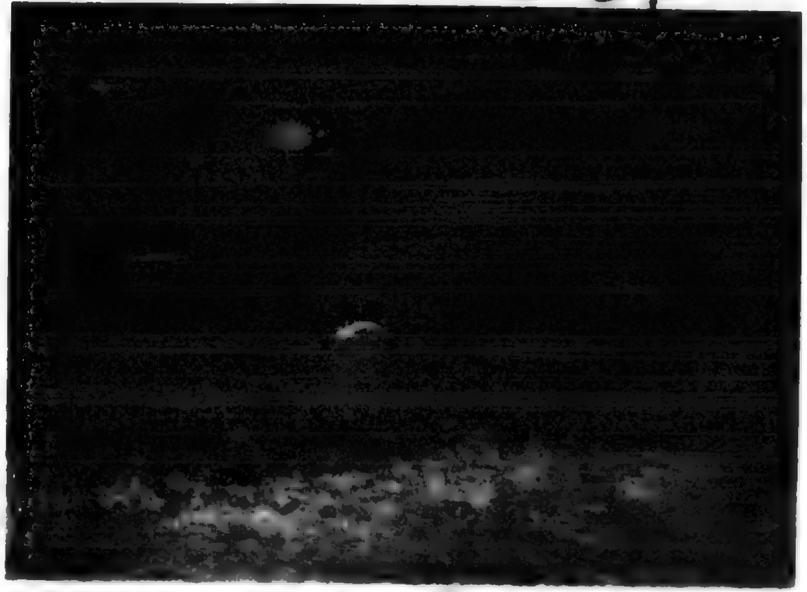
Straw mulch & haybales

Straw mulch

Mulch & haybales

Straw mulch

11-6-84

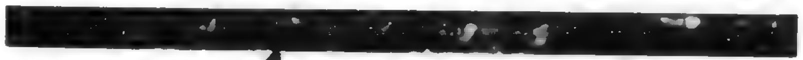


Clear water @ Multiplate

Repaired Catch Inlet

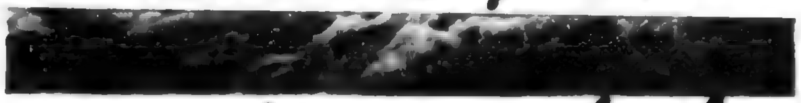
Hay bale dams

Outlet drain

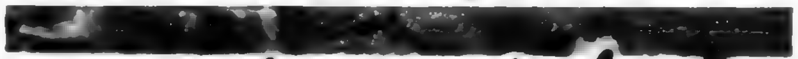


Pipe w/plastic extension

Sediment deposit



sediment & haybale dam



sediment & haybale dam

Last years hay bales

11-6-84

Hay bale check dams

Sediment & Hay bale Dam

Hay bale sediment trap

Hay bale dams

Straw mulch & hay bales

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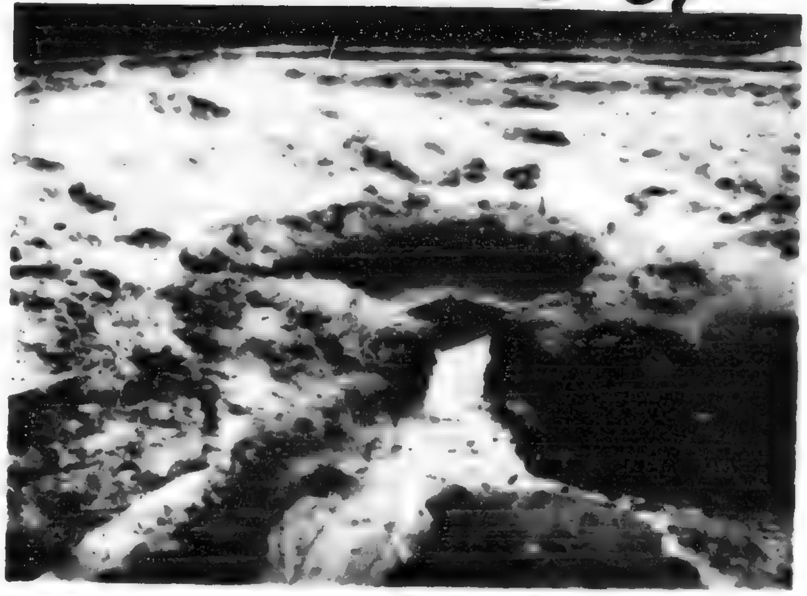
Mulch & hay bales

Straw mulch

11-6-84



Repaired Catch Inlet

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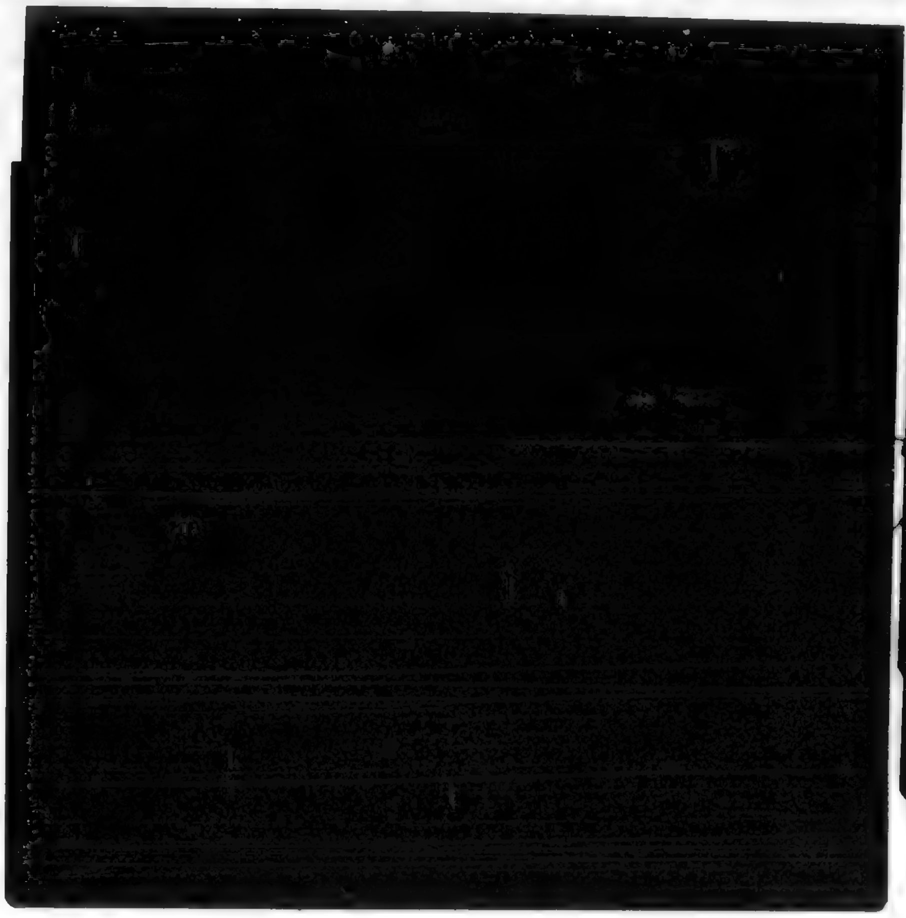
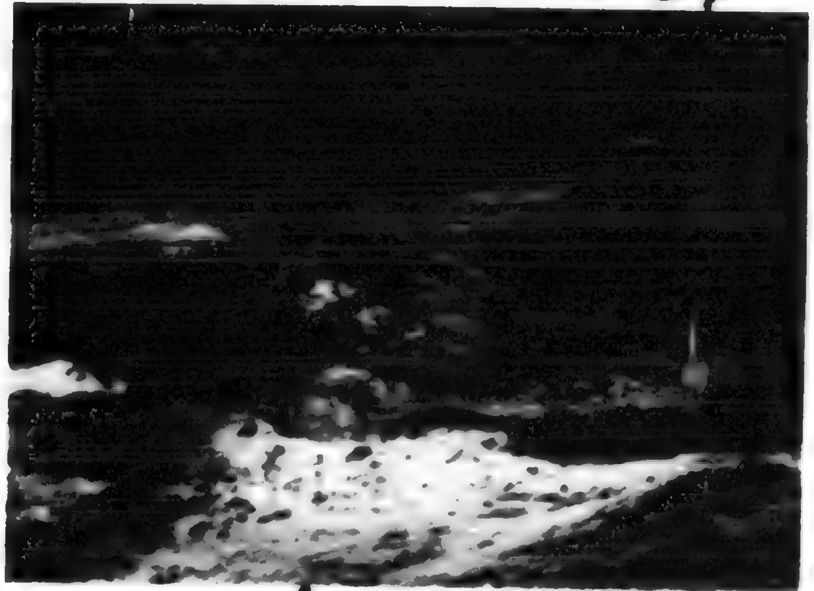
sediment & hay bale dam

sediment & hay bale dam

Last years hay bales



11-6-84



11-6-84

Sediment & Haybale Dam

Haybale sediment trap

Haybale dams

Strawmulch & haybales

Straw mulch

Mulch & haybales

Straw mulch

Haybale dams

Outlet drain

Pipe w/plastic extension

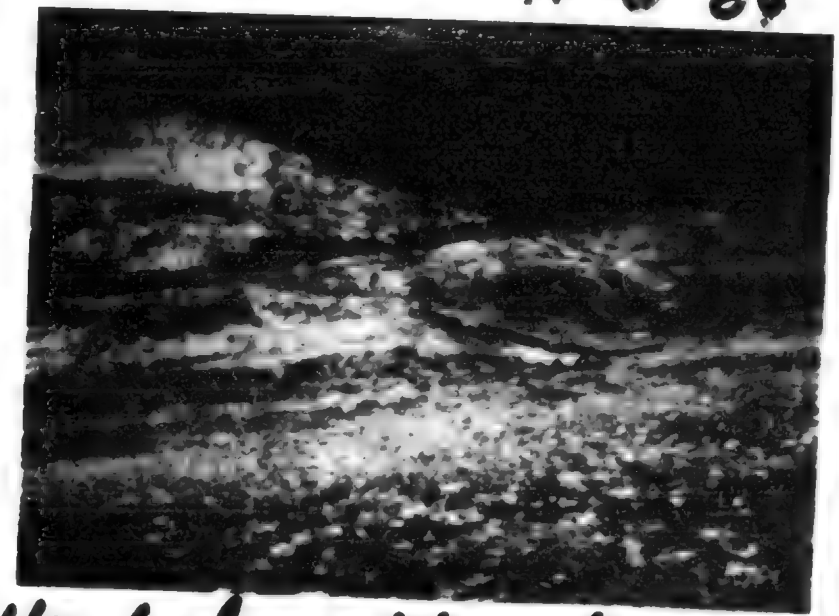
Sediment deposit

sediment & haybale dam

sediment & haybale dam

Last years haybales

11-6-84



Haybale sediment trap

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Mulch & haybales

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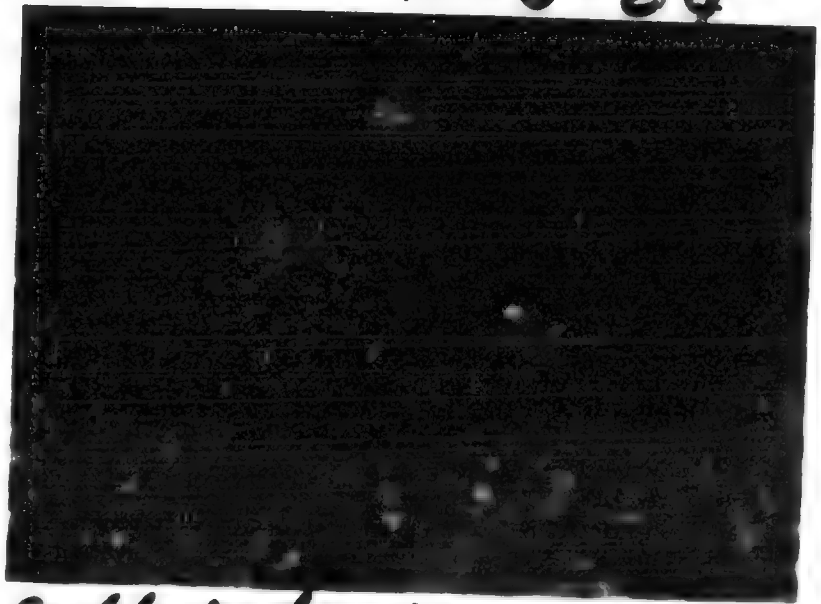
11-6-84



Outlet drain

Pipe w/plastic extension

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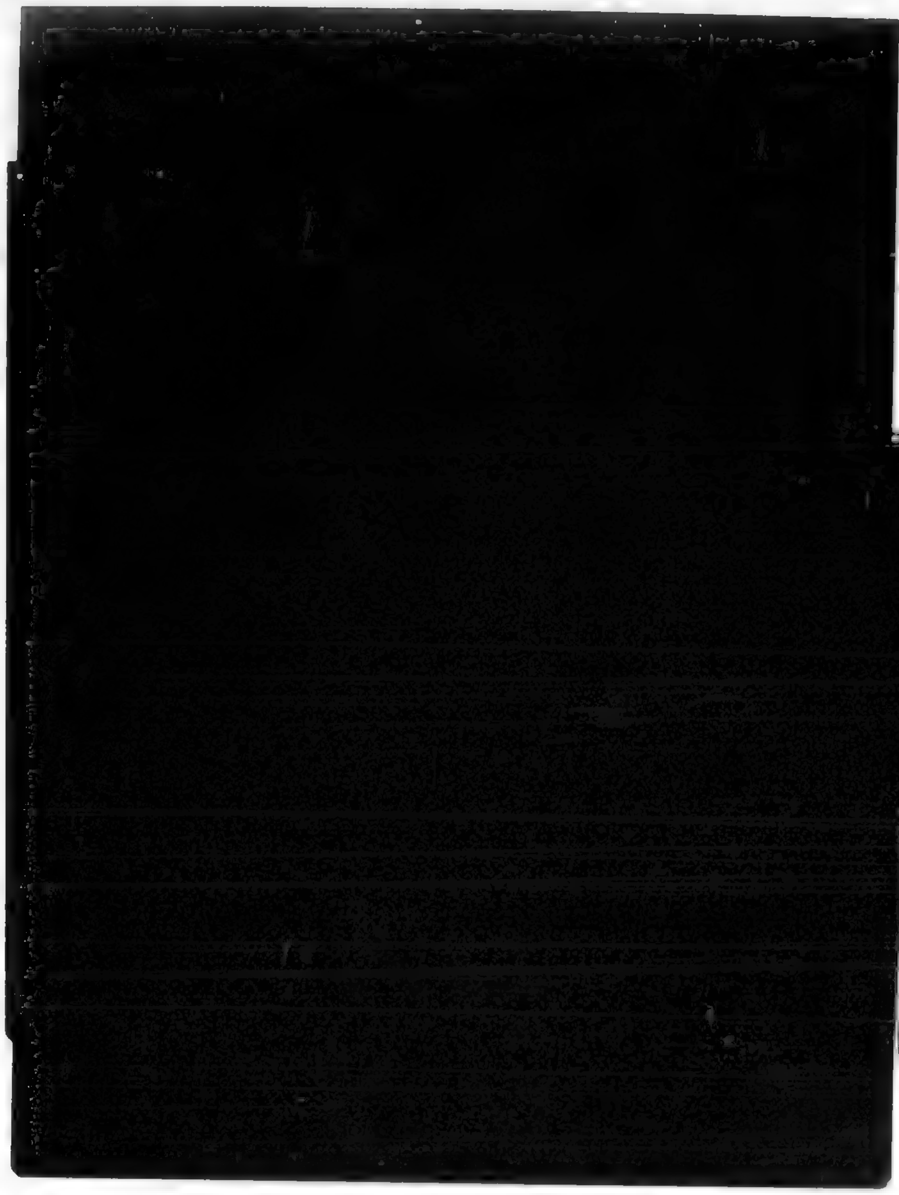
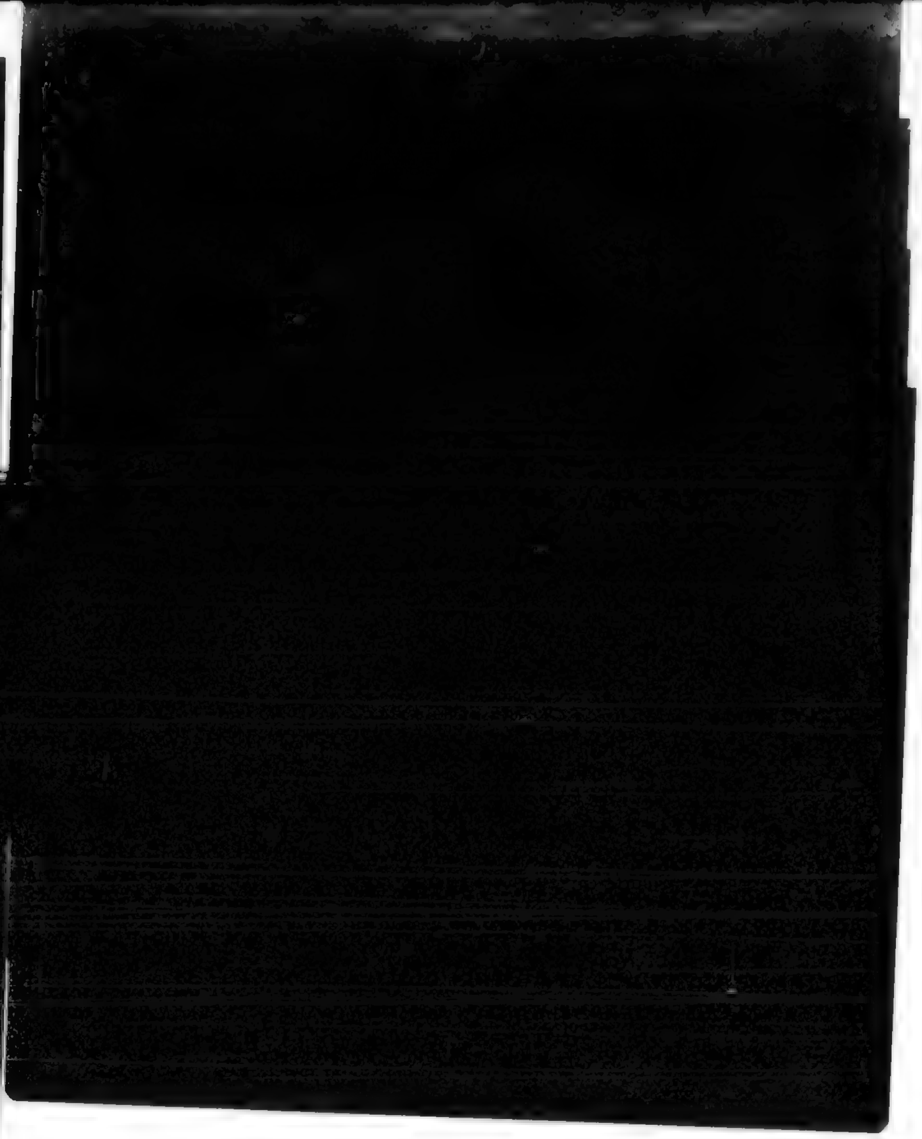
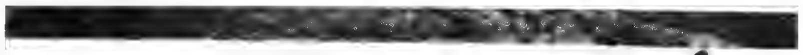
Last years haybales





11-6-84

Hay bale dams



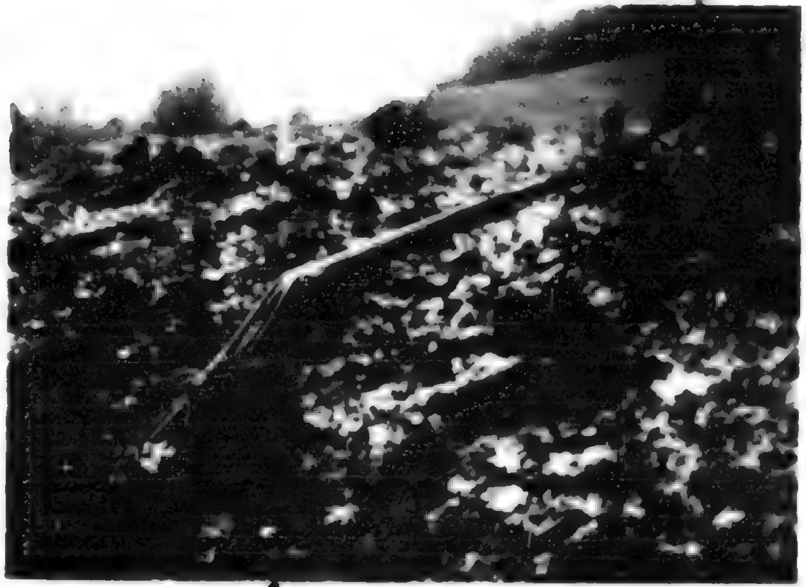
Straw mulch & hay bales

Straw mulch

Mulch & hay bales

Straw mulch

11-6-84



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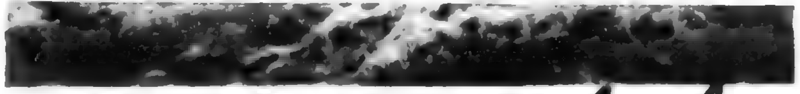
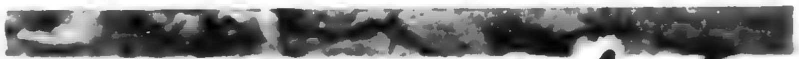
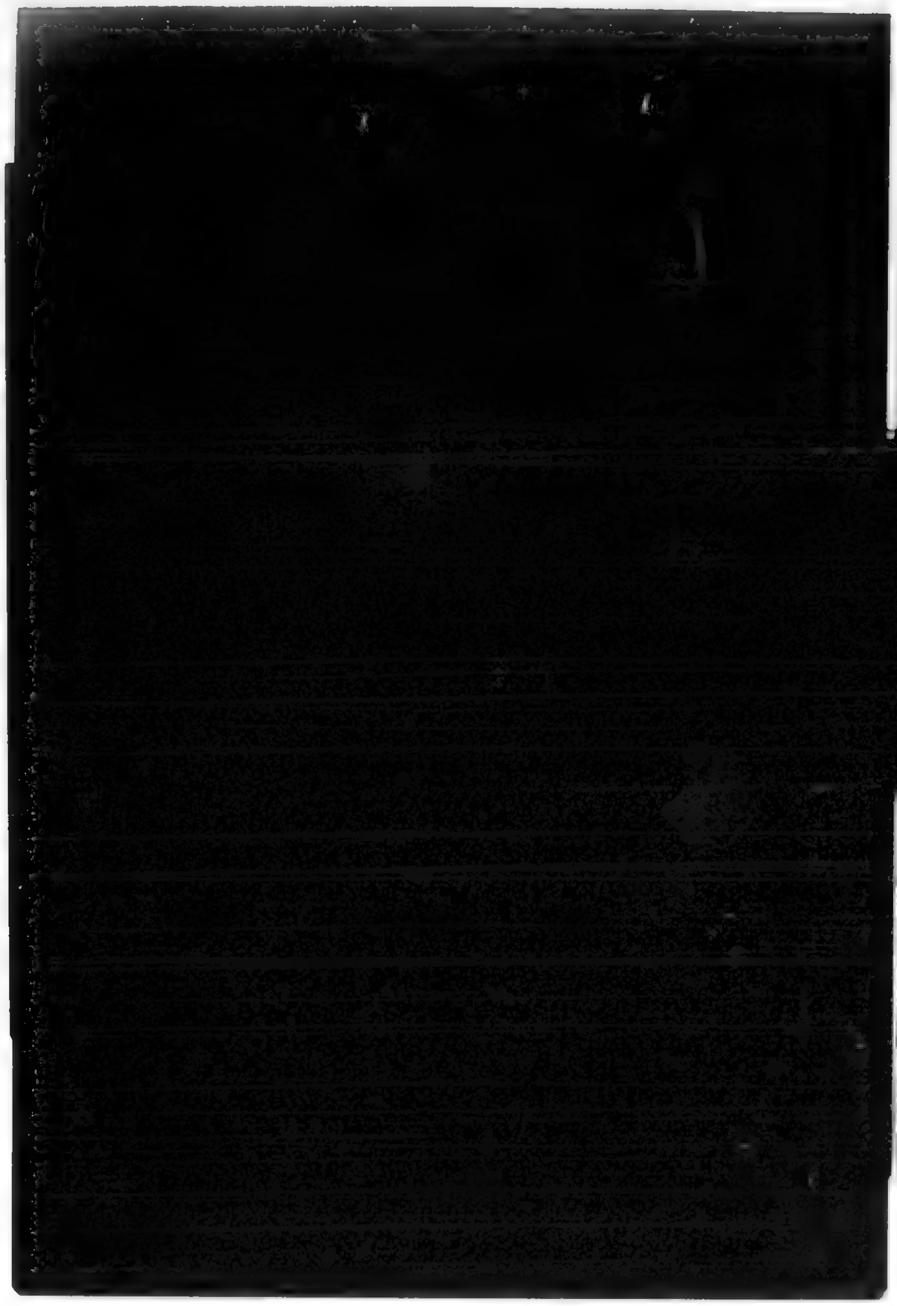


sediment & hay bale dam



sediment & hay bale dam

Last years hay bales



11-6-84

Straw mulch & hay bales

Straw mulch

Mulch & hay bales

Straw mulch

11-6-84

Sediment deposit

sediment & hay bale dam

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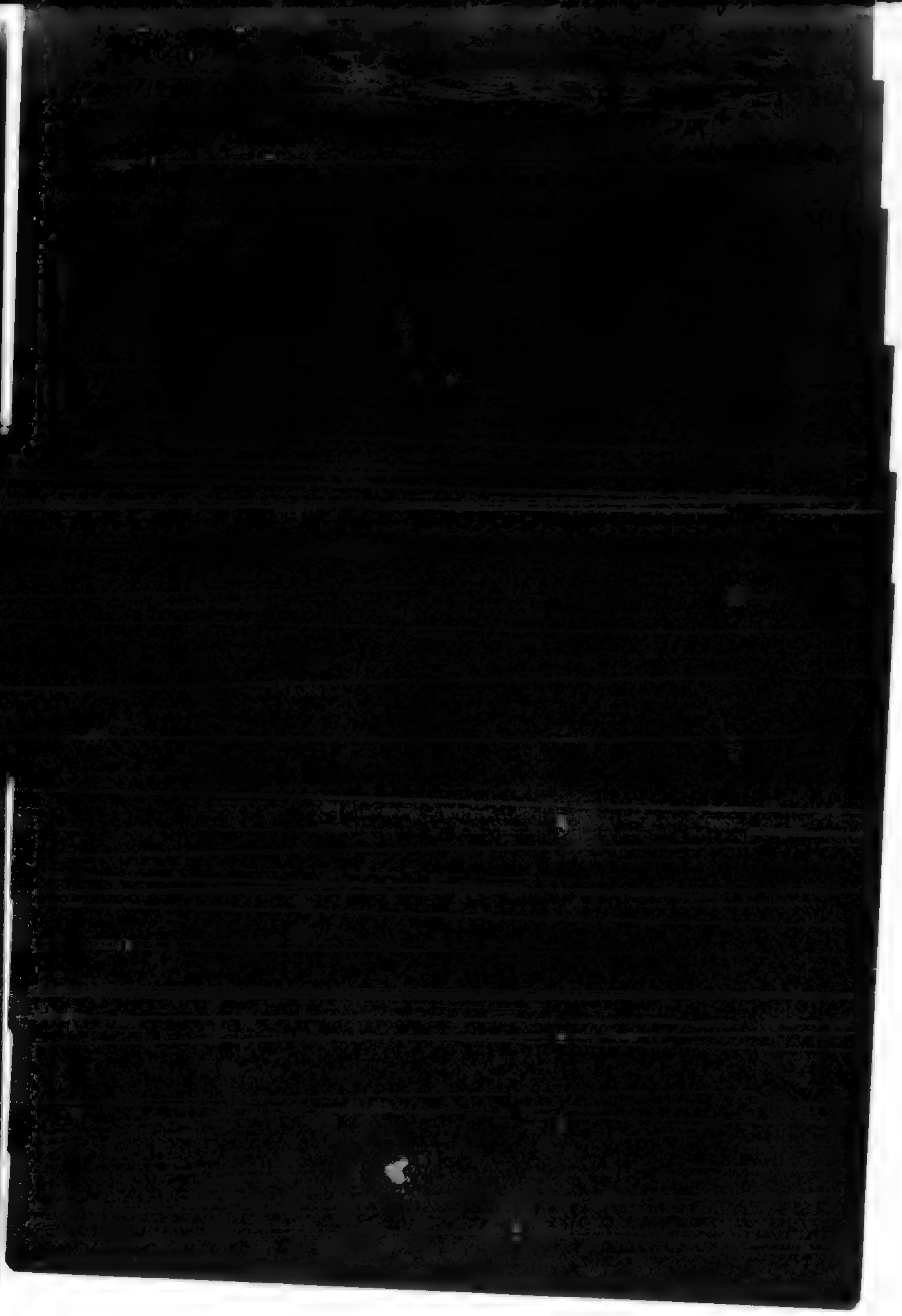
Last years hay bales



11-6-84

Straw mulch

Mulch & hay bales

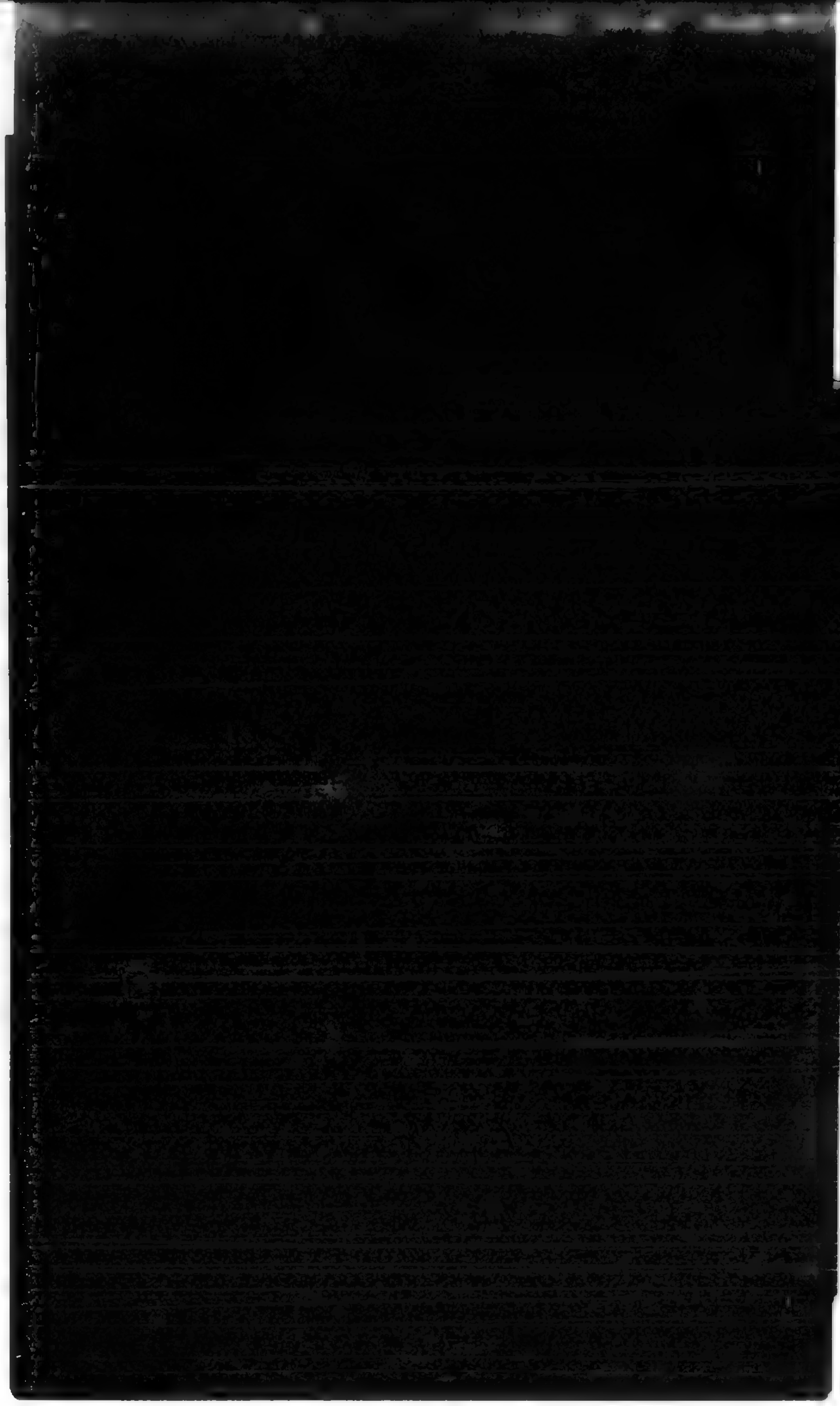
Straw mulch

11-6-84

sediment & haybale dam

sediment & hay bale dam

Last years hay bales



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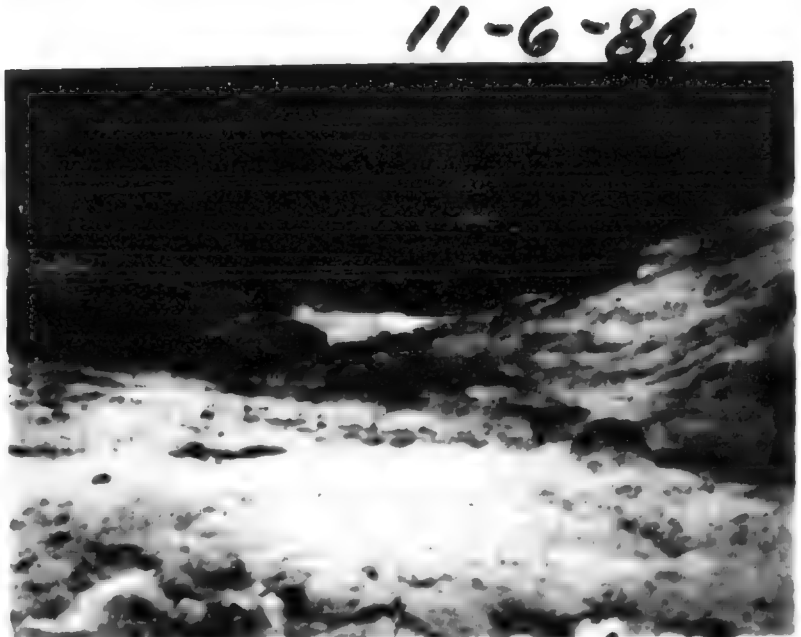
Mulch & hay bales

Straw mulch

11-6-84



sediment & hay bale dam

Last years hay bales

11-6-84

Straw mulch

11-6-84

Last years hay bales

B/U 11-1-84

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: Ed Hardt
Region Engineer

DATE: October 18, 1984

FROM: J. H. Versteeg
Road Design Engineer

J H Versteeg

SUBJECT: Erosion Control
Oregon City Bypass

At the request of the Oregon Department of Fish & Wildlife, Don Trout set up a field review of the erosion control work on the Oregon City Bypass. Attached is a copy of Don's comments on the October 15 field review. I would like to call your attention to two paragraphs in Don's letter:

> " Beyond this completed area, near the first garbage dump, grading is not complete for some distance toward Redland Road. The contractor was working in this area up to the time the rain began. There is no evidence of any attempt to winterize this area. Some slopes seeded last year have grass growing on them and there are some last years hay bale sediment barriers in place. Some of these are full of sediment, however. Slide material is being wasted on the westerly side of the highway near the beginning of this uncompleted area. The waste area has not been winterized."
>
> "It was extremely disappointing to see large areas of uncompleted earthwork with no apparent attempt to winterize them. This is hard to accept for the second time on the same project. Our credibility with the Division of State Lands, Oregon Department of Fish & Wildlife, Soil Conservation Service and others has suffered a major setback, to say the least."

One wonders why no steps were taken to protect this area from erosion after the terrible erosion problems we had in the winter of '83-84. There may be time to do some limited erosion control work this fall if an all-out effort is started immediately.

JHV:bn

Atch.

cc: Don Trout

Contains Recycled Materials

Top of fill dike north

10-15-84

of Beaver Cr. Rd

Erosion south of

10-15-84

Beaver Cr Rd

Sediment S. of

Beaver Cr Rd 10-15-84

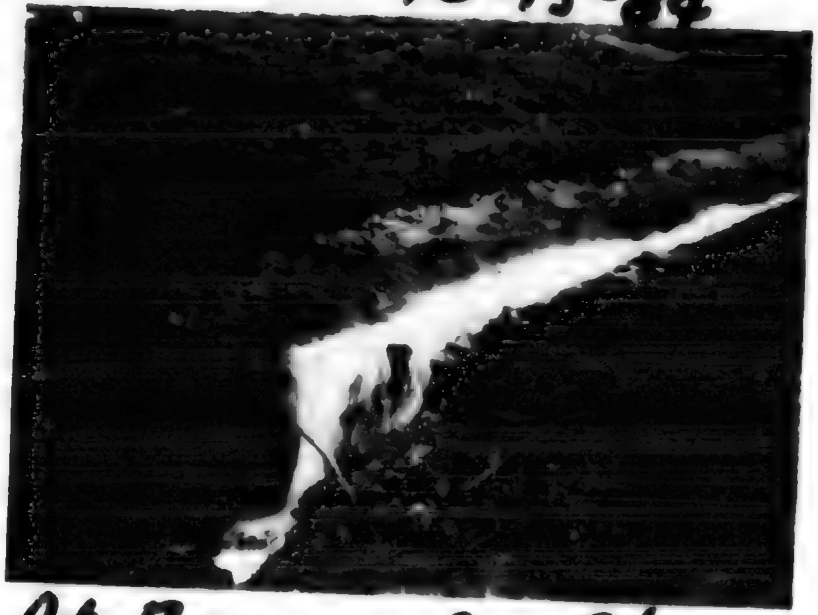
10-15-84

At Beaver Cr Rd

Waste Area - Not Winter-

ized 10-15-84

10-15-84



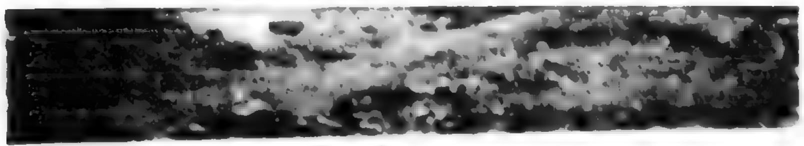
At Beaver Cr Rd

10-15-84

At Beaver Cr Rd.

10-15-84

At Beaver Cr Rd



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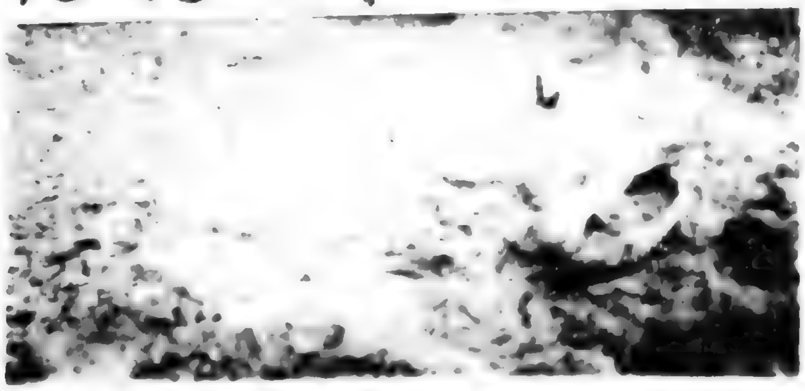

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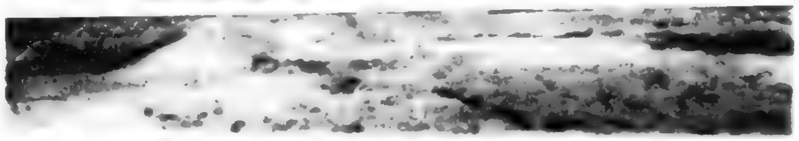
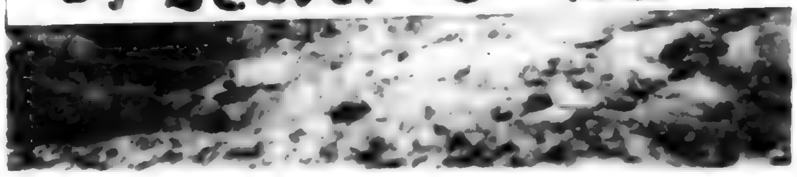


Multi-plate pipe

of Beaver Cr Rd

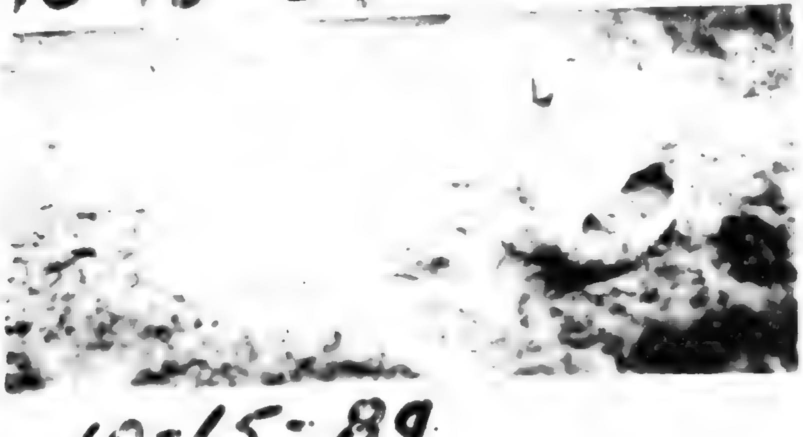


10-15-84

Waste Area - Not Winter:

Sediment dam - full

10-15-84

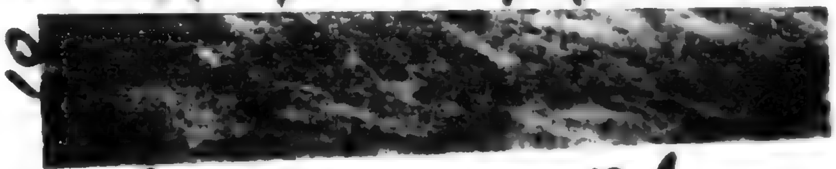


10-15-89

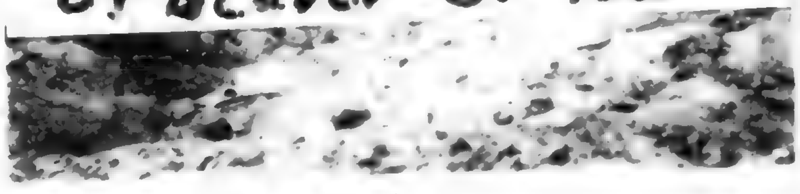
10-15-84

Multi-plate pipe

10

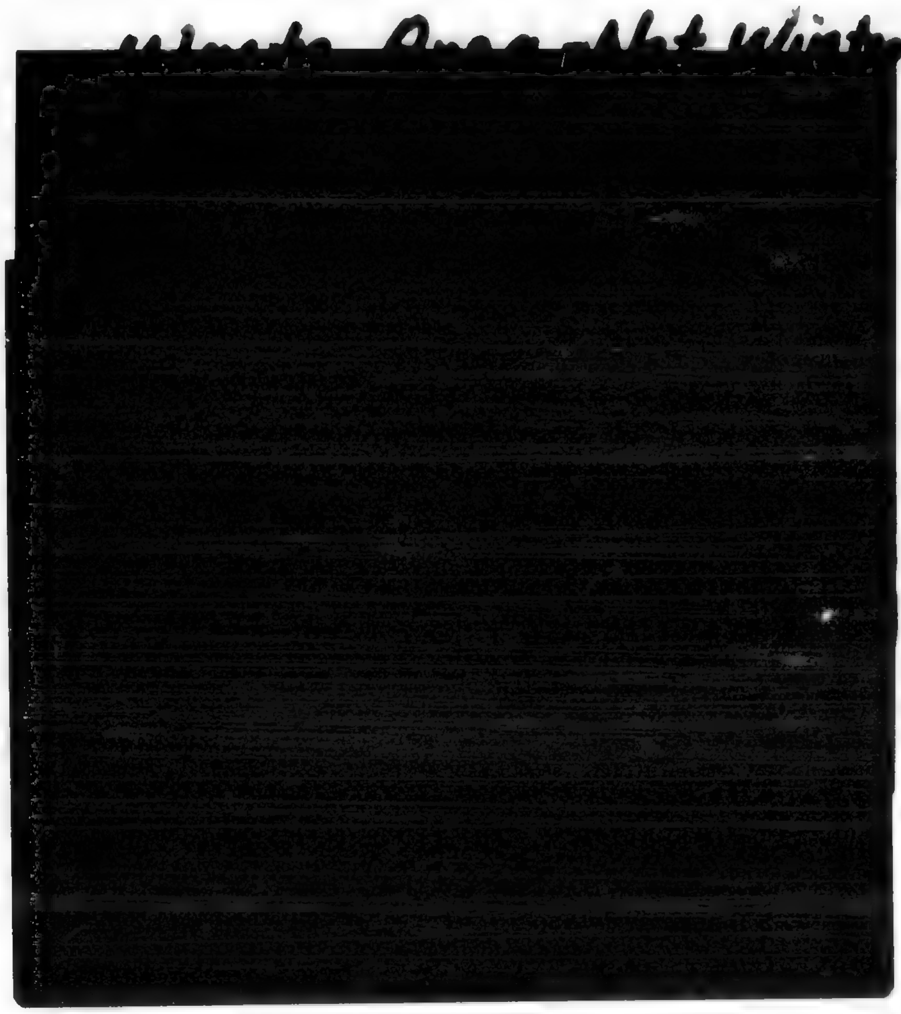


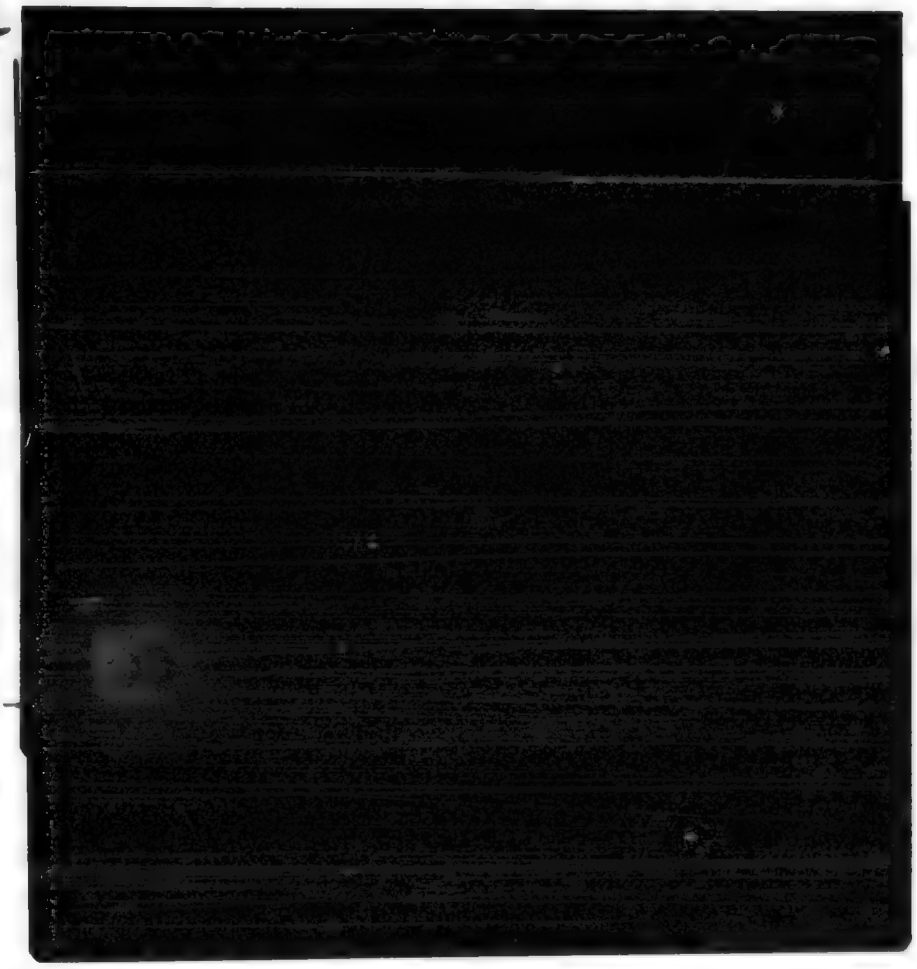
of Beaver Cr Rd



10-15-89

Waste Area - Not Winter-





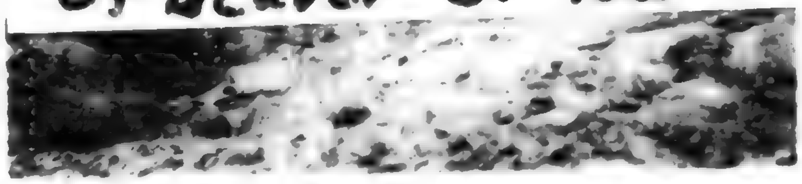
Mud - Not Winterized

10-15-89

Fill seeding northerly

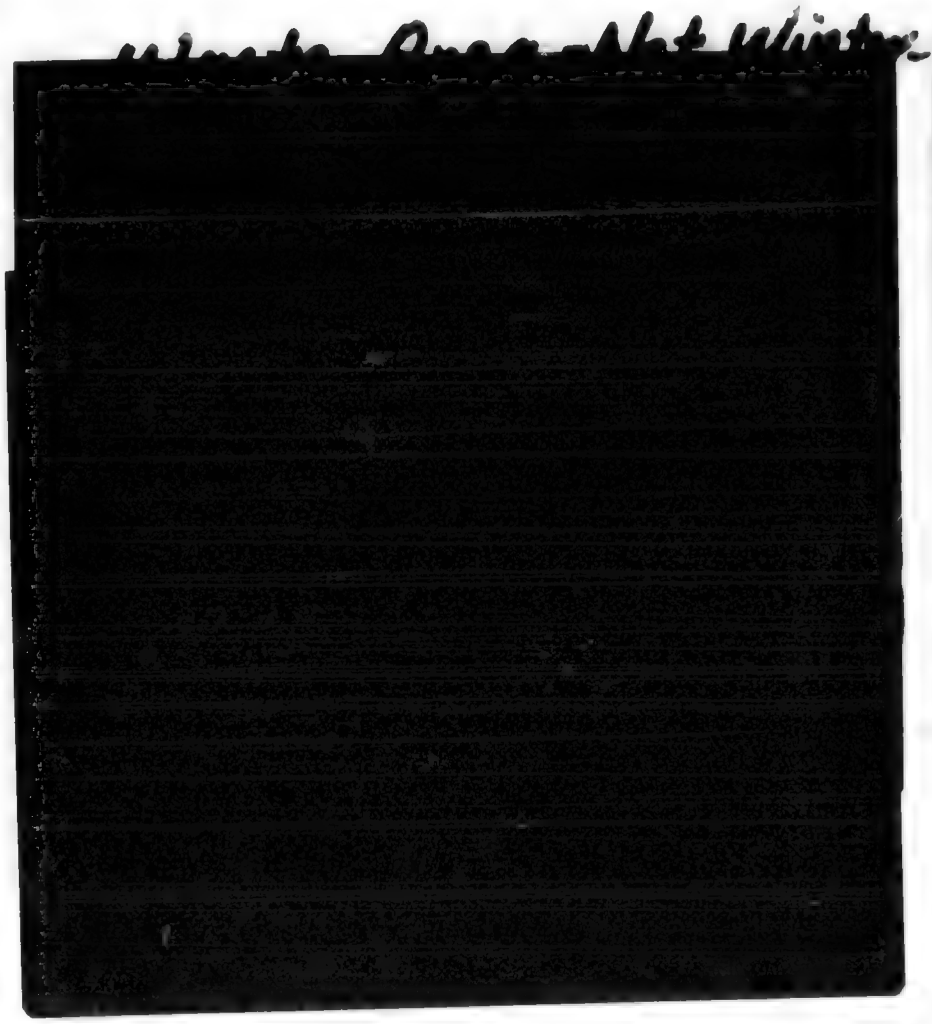
10-15-89

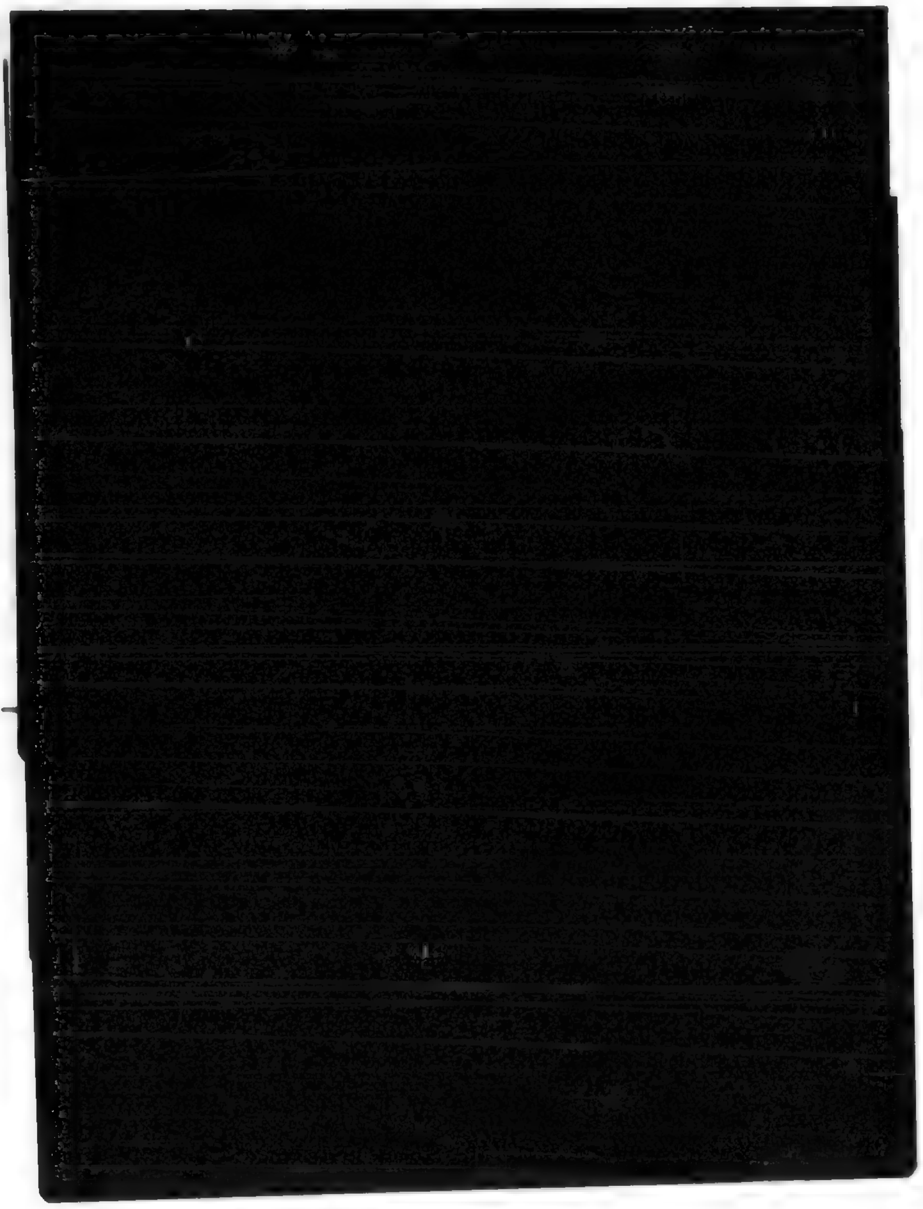
of Beaver Cr Rd



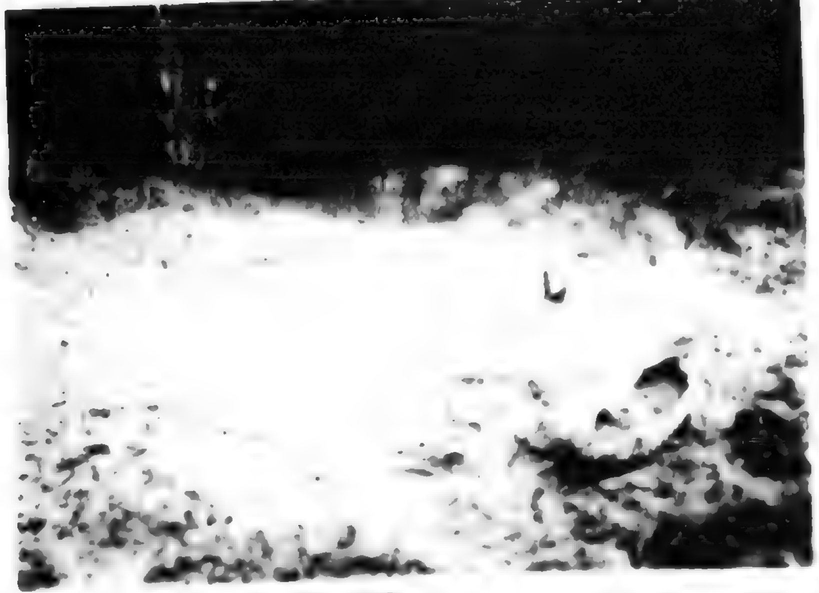
10-15-89

Muddy Area-Not Winter-





Mud-Not Winterized



10-15-89

Mud-Not Winterized

10-15-89

STATE OF OREGON
ROAD DESIGN SECTION

INTER-OFFICE MEMO

RECEIVED
STATE HWY ENGR
OCT 18 '84
REFER TO
FOR
Info | Inves | R/D | D/K

THE FILES

DATE: October 17, 1984

Don

OM: Donald L. Trout
Final Project Coordinator

BJECT: Oregon City Bypass
Review of Erosion Control

At the request of Mr. Brent Forsberg, Oregon Department of Fish & Wildlife, a field review of the erosion control work on the Oregon City Bypass was made on October 15, 1984. Those attending were:

Brent Forsberg,	Oregon Dept. Fish & Wildlife
Bert Carnegie	" " "
Jay Massey	" " "
Marion Craft	Oregon State Highway Div.
Wendell Stanley	" " "
Merle Anderson	" " "
Don Trout	" " "

Several others from the Project Manager's office were present.

Before the actual review began there was a short discussion of a fish passage facility at Beaver Creek Road. After the Newell Creek siltation problem caused by erosion the first winter the project was under contract, the Oregon Department of Fish & Wildlife indicated that we could off-set stream damage by providing fish passage to upper Newell Creek. This would require some type of fish ladder. Last winter we reviewed a fish ladder proposed by the Oregon Department of Fish & Wildlife. The cost was excessive and there was doubt if there was enough water in the stream to allow it to function. At this meeting Fish & Wildlife officials indicated that two concrete box pools would do the job - one at the bottom of the climb and one up at the entrance to the culvert. They also believe Clackamas Community College officials, with volunteer student help, would do the construction if we would furnish the material. These college officials will apparently be doing some stream improvement work downstream from the proposed fish passage area.

The project was reviewed on the ground from Beaver Creek Road to Redland Road. The following observations were made:

- The roadway south of Beaver Creek Road is complete with seeding on the slopes. This slope seeding also extends several hundred feet northerly of Beaver Creek Road. No seeding was apparent on top of the subgrade in these areas and no mulching had been done. South of Beaver Creek Road on the westerly side of the roadway erosion has begun. It has formed a sediment deposit at the culvert under Beaver Creek Road. As this deposit builds up it will go through the pipe directly into Newell Creek. No sediment dams have been constructed.

- Going on northerly for some distance the roadway is complete to subgrade. Slopes and subgrade have been seeded and mulched with straw. Netting has been used in some ditches. Rock inlays have been constructed at the ends of cuts to carry the water off and prevent erosion of the fill. A rock and dirt berm has been constructed at the outer limits of the subgrade to prevent erosion of slopes. Winterizing and erosion control measures on this stretch are excellent. Four -wheel drive vehicles have been playing in this area and considerable rutting has been done. With the seeding & mulching it does not appear, however, that the rutting will cause serious erosion.

- Beyond this completed area, near the first garbage dump, grading is not complete for some distance toward Redland Road. The contractor was working in this area up to the time the rain began. There is no evidence of any attempt to winterize this area. Some slopes seeded last year have grass growing on them and there are some last years hay bale sediment barriers in place. Some of these are full of sediment, however. Slide material is being wasted on the westerly side of the highway near the beginning of this uncompleted area. The waste area has not been winterized.

- One large catch inlet has been constructed on the westerly side of the subgrade to carry water to the ravine below. Erosion has undermined it and the outlet pipe to where it will not function.

Several of these un-winterized areas are quite close to Newell Creek. The mud is liquid enough at this time to run down-hill. The next rain will undoubtedly carry it into the stream.

Conclusion

It was very gratifying to see an excellent job of winterizing on a portion of this project. Those responsible are to be commended.

It was extremely disappointing to see large areas of uncompleted earthwork with no apparent attempt to winterize them. This is hard to accept for the second time on the same project. Our credibility with the Division of State Lands, Oregon Department of Fish & Wildlife, Soil Conservation Service and others has suffered a major setback, to say the least.

Prior to beginning the review of the project, Fish & Wildlife representatives indicated they would inspect the stream next summer to see if it was rehabilitating itself. After observing the unwinterized areas with great potential for siltation of the streams, they retracted their statement on the stream inspection.

DLT:bn

cc: E. S. Hunter
E. L. Hardt
Dave Willhite

July 12, 1984

TRA 7

The Honorable Mark O. Hatfield
United States Senator
Room 114, Pioneer Courthouse
Portland, OR 97204

Dear Mark:

As requested, we investigated Teresa Bledsoe's complaint about the Oregon City bypass project. According to our construction Project Manager, Ms. Bledsoe is concerned that the Oregon City bypass project may lose funding due to congressional freezing of Federal highway funds.

The project is currently active, even though the work is not evident from the main highway routes. Three sections of grading and realignment in the Beaver Creek area are currently under contract. A final contract, which will include grading in the area of Clackamas Community College and surfacing along the entire project, is tentatively scheduled to be let in the late fall of 1984. The project is partially funded by Interstate Transfer funds, which our Program Section says are available.

The tentative completion date for the project is fall of 1985. The 30-minute delays that Ms. Bledsoe referred to are common for existing conditions coming from downtown Oregon City to the top of the hill by Clackamas Community College, through a network of city streets. Completion of the bypass project should alleviate much of this problem. If you need anything additional, please let me know.

Best regards,

H. S. Coulter
State Highway Engineer

bc: E. S. Hunter
R. N. Bothman
E. L. Hardt
L. E. George
Gary Potter

TT:dc srm

6-13-84

Hello - I've written b[illegible] about the "Stop" o[illegible] the bypass around Oregon City: Can't someone Do Something! Hearings to develope the Mulino airport are under way. The traffic waits are always 30 min. to get up the hill now - most any time of day. Conducting business in this area is more than difficult. This is important! Thank you.

Teresa Bledsoe
24632 S. Newkirchner Rd.
Oregon City. Ore. 97045.

PORTLAND, OR
PM
13 JUN
84

USA 13c
Crazy Horse

JUN 2 0 1984

Sen. Mark Hatfield
Senate Office Bldg.
Washington DC.

PO-108
The lights of the City of Roses a twinkle as day ends, giving Mt. Hood a pink glow.
Photo by Mel Anderson.
J & H Sales — Portland, Oregon, 97223.
Printed in Australia by Colorscans.

H 1(r)

9572

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL AID PROJECT NO. IX-78(6)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division
7-6-84

4. PROGRAM NO.

5. ITEM NO. 71112

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

cc ltr #7717

7. DATE AUTHORIZATION EFFECTIVE 6-8-84

8. FEDERAL ROUTE NUMBER Primary 78

9. STATE ROUTE NUMBER Secondary 160

10. GENERAL LOCATION:
Park Place - Newell Creek Section (Phase II)

11. GENERAL DESCRIPTION OF WORK
Furnish, install and monitor settlement monitoring equipment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 6-8-84 as requested in Mr. Fredrickson's letter of 6-27-84 as being cost effective for the use of State forces to proceed with the above work. State Force Order No. 1 is approved for a TEC of $10,000 Federal Funds $8,500.

RECEIVED
STATE HWY ENGR
JUL 11 '84
REFER TO Potter
FOR
Info | Inv | R/D | D/R | Sign | Act | File

orig to 7/12

14. DATE 7-6-84

15. SIGNATURE OF APPROVING OFFICIAL Dale E. Wilken

16. TITLE ~~for~~ Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

J. E. Backstrand May 25, 1984
Structural Design Engineer

Fred Eriksen
Fred Eriksen
Design Supervisor

Retaining Wall
Park Place-Clackamas Community College Sec.
Cascade Highway South
Clackamas County

Please furnish design data for a concrete retaining wall to be included in plans for this section. The retaining wall is required to contain the proposed Redland Road section within the right-of-way.

We have anticipated using an "L" shaped wall, approximately 340 feet long, with the shoulder barrier shape at the top on the roadway side. This design was used on the W. Marquam-N. Tigard Interchange section as shown on the attached drawing.

This project is on the contract letting schedule for September 27, 1984.

FE:bn
Attachment

April 8, 1984

The Honorable Patrick D. Gilroy
Presiding Judge
Clackamas County Circuit Court
Clackamas County Courthouse
Oregon City, Oregon 97045

Re: Lilly v. Shrake
Clackamas County Circuit Court No. 82-4-257

Dear Judge Gilroy:

The above-entitled matter has been settled. The State of Oregon, through its Department of Transportation, had filed filed a motion for an order allowing it to file an amended answer with cross claim. The State would withdraw that motion.

Very truly yours,

Robert A. Petersen
Assistant Attorney General

RAP:md
cc: Andrew P. Ositis

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CLACKAMAS

PATRICK L. LILLY and JUDY A. LILLY, husband and wife, Plaintiffs,	Case No. 82-4-257
v.	MOTION TO ALLOW DEFENDANT OREGON DEPARTMENT OF TRANSPORTATION TO FILE AN AMENDED ANSWER WITH CROSS CLAIM
RICHARD SHRAKE and STATE OF OREGON, Dept. of Transportation, Defendants.	

Comes now the undersigned, on behalf of the Oregon Department of Transportation, and moves the court for an order allowing the State of Oregon, Department of Transportation, to file an Amended Answer with a cross claim against defendant Richard Shrake. The Amended Answer and Cross Claim are tendered herewith. This motion is based upon ORCP, as well as the affidavit of the undersigned, which is attached hereto and incorporated by reference herein.

DAVE FROHNMAYER

71133

al

nt

☐ Tax Court
☐ Supreme Court
☒ Circuit Court
☐ District Court
☐ U.S. District Court

Re: Lilly
v. State et al
Case No. 82-4-257
Our File No.
Motion for Amend. Ans / Amended Answer & Crossclaim
(Title of Document)

☐ Signed ____________, 19__
☐ Filed 3-27-84, 19__
By Judge ____________

(Clerk's Sig.)

SP-[illegible]-137

DEPARTMENT OF JUSTICE
JUSTICE BUILDING
SALEM, OREGON 97310
PHONE 378-4400

9592

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CLACKAMAS

PATRICK L. LILLY and JUDY A. LILLY, husband and wife, Plaintiffs, v. RICHARD SHRAKE and STATE OF OREGON, Dept. of Transportation, Defendants.	Case No. 82-4-257 MOTION TO ALLOW DEFENDANT OREGON DEPARTMENT OF TRANSPORTATION TO FILE AN AMENDED ANSWER WITH CROSS CLAIM

Comes now the undersigned, on behalf of the Oregon Department of Transportation, and moves the court for an order allowing the State of Oregon, Department of Transportation, to file an Amended Answer with a cross claim against defendant Richard Shrake. The Amended Answer and Cross Claim are tendered herewith. This motion is based upon ORCP, as well as the affidavit of the undersigned, which is attached hereto and incorporated by reference herein.

DAVE FROHNMAYER
Attorney General

ROBERT A. PETERSEN OSB # 71133
Assistant Attorney General
Of Attorneys for Defendant
State of Oregon
100 Justice Building
Salem, Oregon 97310
Telephone: 378-6313

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CLACKAMAS

PATRICK L. LILLY and JUDY A. LILLY, husband and wife,
Plaintiffs,
v.
RICHARD SHRAKE and STATE OF OREGON, Dept. of Transportation,
Defendants.

Case No. 82-4-257

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Marion)

I, Robert A. Petersen, being first duly sworn, depose and say as follows:

1. I am the Assistant Attorney General assigned to defend the Oregon Department of Transportation in the action filed by Patrick L. Lilly and Judy A. Lilly, against Richard Shrake and the State of Oregon, Department of Transportation.

2. The Oregon Department of Transportation purchased property from plaintiffs Lilly and defendant Shrake for the purposes of expanding and improving right-of-way. Both plaintiffs and defendant executed warranty deeds to the Department of Transportation conveying the property. A copy of the warranty deed from defendant Shrake to the Oregon Department of Transportation is attached hereto as Exhibit A and incorporated by reference herein.

3. The property that is claimed by plaintiffs Lilly that is also claimed by the Department of Transportation is a small

portion of the larger tract that is being sought by plaintiffs.

4. Demand has been made upon defendant Shrake to defend title passed by Shrake to the Oregon Department of Transportation, and this tender was originally accepted, orally, on September 12, 1983, but since then no appearance has been made by defendant Shrake agreeing to protect the interest of the Oregon Department of Transportation.

5. Based on the express language in the warranty deed, defendant Department of Transportation has an action against defendant Shrake if title to the real property now claimed and being used by the Oregon Department of Transportation is later found to be the property of plaintiffs through adverse possession.

I make this affidavit in support of the Motion to file an Amended Answer and Cross Claim.

Subscribed and sworn to before me this 26th day of March, 1984.

Margie R Dayton
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-22-87

Highway Division
File 51484
1X-78 (3)
9B-17-10

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That RICHARD C. SHRAKE, also known as Richard Charles Shrake, Grantor, for the consideration of the sum of Eight Thousand Four Hundr Twenty-five and No/100 DOLLARS ($8,425.00) received, does hereby convey unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, Grantee, the following described property, to wit:

A parcel of land lying in Section 9, Township 3 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that deed to Richard C. and Nancy K. Shrake and Warren G. and Eva M. Shrake, recorded as Recorder's Fee No. 78-15553, Film Records of Clackamas County; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the center line of the Cascade Highway South as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 234+64.79, said station being 2753.19 feet South and 597.18 feet East of the Southwest corner of the L.D.C. Latourette D.L.C. No 39, Township 3 South, Range 2 East, W.M.; thence South 28° 40' West 230.65 feet; thence on a spiral curve left (the long chord of which bears South 27° 12' 30" West 499.87 feet) 500 feet; thence on a 3274.05 foot radius curve left (the long chord of which bears South 15° 38' 52.5" West 984.12 feet) 987.85 feet; thence on a spiral curve left (the long chord of which bears South 56° 02' 45" West 100 feet) 100 feet; thence on a 2546.48 foot radius curve left (the long chord of which bears South 9° 10' 30" East 1247.54 feet) 1260.37 feet; thence on a spiral curve left (the long chord of which bears South 26° 43' 45" East 449.84 feet) 450 feet; thence South 28° 07' East 1506.34 feet to Engineer's center line Station 285+00.

The widths in feet of the strip of land above referred to are as follows:

Station	to Station	Width on Westerly Side of Center Line
260+00	265+43.66	60
265+43.66	271+00	70 in a straight line to 65

Bearings are based upon the Oregon Co-ordinate System, North Zone.

The parcel of land to which this description applies contains 0.12 acre, more or less, outside of the existing right of way.

Also for the above stated consideration, there is hereby conveyed to Grantee all existing, future or potential common law or statutory abutter's easements of access between the right of way of the public way identified as the relocated Cascade Highway South and all of Grantor's remaining real property, EXCEPT, however,

Reserving for service of Grantor's remaining property, access rights to and from said remaining property to the abutting highway right of way at the following place and in the following width:

Hwy. Engr's Sta.	Side of Hwy.	Width	Purpose
265+40	Westerly	30'	Unrestricted

~~If, after written notice to desist, Grantor, or any person holding under him, shall use the above place of access in a width greater than above stated, or shall permit or suffer any person to do so, the right of access therefor shall automatically be suspended and Grantor shall thereupon have the right to close said place of access.~~

Twenty-five and No/100 DOLLARS ($8,425.00) received, does hereby convey unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, Grantee, the following described property, to wit:

A parcel of land lying in Section 9, Township 3 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that deed to Richard C. and Nancy K. Shrake and Warren G. and Eva M. Shrake, recorded as Recorder's Fee No. 78-15553, Film Records of Clackamas County; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the center line of the Cascade Highway South as said highway has been relocated, which center line is described as follows:

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The widths in feet of the strip of land above referred to are as follows:

Station	to Station	Width on Westerly Side of Center Line
260+00	265+43.66	70
265+43.66	271+00	70 in a straight line to 65

Bearings are based upon the Oregon Co-ordinate System, North Zone.

The parcel of land to which this description applies contains 0.12 acre, more or less, outside of the existing right of way.

Also for the above stated consideration, there is hereby conveyed to Grantee all existing, future or potential common law or statutory abutter's easements of access between the right of way of the public way identified as the relocated Cascade Highway South and all of Grantor's remaining real property, EXCEPT, however,

Reserving for service of Grantor's remaining property, access rights to and from said remaining property to the abutting highway right of way at the following place and in the following width:

Hwy. Engr's Sta.	Side of Hwy.	Width	Purpose
265+40	Westerly	40'	unrestricted

~~If, after written notice to desist, Grantor, or any person holding under him, shall use the above place of access in a width greater than above stated, or shall permit or suffer any person to do so, the right of access therefor shall automatically be suspended and Grantee shall thereupon have the right to close said place of access. The suspension shall terminate when satisfactory assurance has been furnished Grantee that the place of access will be used in a width not greater than above stated.~~

An indenture of access will be granted upon grantor's request.

It is understood that in the event a public road is constructed between Engineer' Station 263+65 and 267+20 on the Westerly side of the highway, all rights of access

5-11-81 Ex A-1

Page 2 WD

Highway Division
File 51484
1X-78 (3)
9B-17-19

hereinabove reserved to and from the highway shall cease. The width of the above noted public road connection shall be the width required by the governing body.

And Grantor does hereby covenant to and with Grantee, its successors and assigns, that he is the owner in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 18 day of June, 1981.

Richard C. Shrake

STATE OF OREGON, County of Clackamas

June 18, 1981. Personally appeared the above named Richard C. Shrake, also known as Richard Charles Shrake, who acknowledged the foregoing instrument to be his voluntary act. Before me:

Notary Public for Oregon

My Commission expires 12-21-84

[illegible]

And Grantor does hereby covenant to and with Grantee, its successors and assigns, that he is the owner in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 18 day of June, 1981.

Richard C. Shrake

Richard C. Shrake

STATE OF OREGON, County of Clackamas

June 18, 1981. Personally appeared the above named Richard C. Shrake, also known as Richard Charles Shrake, who acknowledged the foregoing instrument to be his voluntary act. Before me:

Notary Public for Oregon

My Commission expires 12-31-81

[illegible]

Exh. A-2

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CLACKAMAS

PATRICK L. LILLY and JUDY A. LILLY, husband and wife, Plaintiffs,	)	Case No. 82-4-257
v.	)	AMENDED ANSWER AND CROSS CLAIM
RICHARD SHRAKE and STATE OF OREGON, Dept. of Transportation, Defendants.	)	

Defendant State of Oregon, Department of Transportation, in its Amended Answer to plaintiffs' Amended Complaint, admits, denies and alleges as follows:

I

Defendant admits that plaintiffs are the owners of real property in Clackamas County, but are without sufficient information to admit the description attached as Exhibit A to plaintiffs' Complaint.

II

Except as specifically admited herein, defendants deny each and every other allegation of plaintiffs' Amended Complaint, and the whole thereof.

* * * *

For a further separate answer, and cross claim against defendant Richard Shrake, the Oregon Department of Transportation alleges as follows:

///

III

On or about June 18, 1981, defendant Richard Shrake conveyed property to the Oregon Department of Transportation, and as part of said conveyance, warranted that the property conveyed was free of all encumbrances, and that defendant Shrake would warrant and defend the same from all lawful claims whatsoever.

IV

Property claimed by plaintiffs in the Amended Complaint on file herein includes a small parcel of property conveyed by defendant Shrake to defendant Department of Transportation.

V

Based on Exhibit A, defendant Department of Transportation is entitled to judgment against defendant Shrake for the following:

1. If property is awarded to plaintiffs that was conveyed to the Department of Transportation by defendant Shrake, the value of said property;

2. Attorneys'fees incurred in defending the title of the Department of Transportation; and

3. Costs and disbursements incurred herein.

WHEREFORE, defendant, Department of Transportation prays for a decree as follows:

1. A decree dismissing plaintiffs' Amended Complaint on file herein, and awarding defendants costs and disbursements incurred herein;

///

2. In the alternative, if plaintiffs obtain a decree based on the allegations in their Amended Complaint, defendant Department of Transportation prays for judgment against Shrake as follows:

a. For the value of the property heretofore conveyed to the Department of Transportation by defendant Shrake;

b. For Attortney's fees incurred herein; and

c. For its costs and disbursements.

DATED this 26th day of March, 1984.

DAVE FROHNMAYER
Attorney General

ROBERT A. PETERSEN OSB # 71133
Assistant Attorney General
Of Attorneys for Defendant
State of Oregon
100 Justice Building
Salem, Oregon 97310
Telephone: 378-6313

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of March, 1984, I served a true copy of the within Motion to File Amended Answer With Cross Complaint and Amended Answer With Cross Complaint which is well founded in law upon the following attorneys, by depositing it in the United States Post Office at Salem, Oregon, postage prepaid, addressed as follows:

Terrance L. McCauley
Attorney at Law
455 S. Broadway
P. O. Box 370
Estacada, Oregon 97023

Andrew Ositis
Attorney at Law
222 Equitable Center
530 Center Street N.E.
Salem, Oregon 97301

/s/ ROBERT A. PETERSEN

Robert A. Petersen
Assistant Attorney General
Of Attorneys for Defendants
100 State Office Building
Salem, Oregon 97310
Telephone: 378-6313
O.S.B. No. 71133

md

F/U ~~[illegible]~~
~~4/15/84~~
5/15/84
~~6/15/84~~
~~7/2/84~~
DES 16 ~~8/2/84~~
~~9/15/84~~
10/15/84

March 8, 1984

Brent Forsberg
Waterway Permit Coordination
Environmental Management Section
Dept. of Fish & Wildlife
506 S.W. Mill Street
Portland, OR 97201

Newell Creek Siltation
Oregon City Bypass

Your June 2, 1983 letter to the Division of State Lands brought to our attention the concerns of your Department relating to siltation problems in Newell Creek. That letter offered two recommendations for mitigation:

1. Provide fish passage to upper Newell Creek (fish ladder).
2. Clean existing gravels and/or placement of additional gravels.

On August 26, 1983, an on-site meeting was held to review the problems and discuss possible solutions. Shortly thereafter you provided some information on plans for collection pools, Denil fishway and a gravel cleaner.

We have completed preliminary investigations on each of the recommendations for mitigation.

1. Fish passage to upper Newell Creek (fish ladder). With the information you supplied, we developed a preliminary design. Based on our study, it appears very questionable whether there would be sufficient flow for the ladder to function. This concern was relayed to you in a recent letter from Mr. David Bryson, Hydraulics Engineer. The cost for such a ladder, if it would function, would be in excess of $200,000.

2. Clean existing gravels and/or placement of additional gravels. We studied the concept of adding additional gravels. With the amount of vegetative growth over and around the stream, the only possible way to add gravels and do the least damage to the growth of vegetation would be to transport it in by helicopter and dump it into selected areas of the stream. Such an operation, at best, would be difficult and expensive.

The most feasible solution appears to be to clean the existing gravels in Newell Creek. This concept, although difficult, would be the least expensive and most reasonable of the proposals.

Cleaning would have to be a hand-labor type operation. A crew of five laborers would carry a gas engine pump (approximately 10 h.p. - 300 lbs.) along the stream. The pump would have a one-inch jet with a velocity of some 70 f.p.s. Each time the pump was set in place, the jet hose would be operated by one laborer. The other laborers would assist in dislodging the silt with hand shovels, rakes, etc. The operation would proceed down stream and would have to be done when the flow was great enough to carry the dislodged silts away. Straw bale dams could be constructed in appropriate locations to trap the sediment. As sediment is collected there, it would be removed and placed above the stream and seeded. We would propose to clean selected areas of the stream. With assistance from a member of your staff, the best areas for rehabilitation could be identified.

Your comments on the proposed clean-up of Newell Creek would be appreciated.

J. H. Versteeg
Road Design Engineer

By

Donald L. Trout
Final Project Coordinator

DLT:sh

bc: E. L. Hardt

1-7-

STATE OF OREGON

ROAD DESIGN SECTION 378-6558

INTEROFFICE MEMO

DES 16

TO: E. L. Hardt
Metro Region Engineer

DATE: February 16, 1984

Don

FROM: Donald L. Trout
Final Project Coordinator

SUBJECT: Possible Mitigation for
Newell Creek Siltation
Oregon City Bypass

In June 1983, the Oregon Department of Fish and Wildlife expressed their concerns relating to the siltation of Newell Creek from erosion problems on the Oregon City Bypass.

They offered us two recommendations for mitigating the damage:

1. Provide fish passage to upper Newell Creek (fish ladder).
2. Clean existing gravels and/or place additional gravel in Newell Creek.

We have completed a preliminary study of their recommendations with the following results:

1. Fish Ladder: It is very doubtful if it would work because of low stream flow.

   Cost would be excessive - $200,000.00±

2. Cleaning Existing Stream: Possible solution.

   Cost $50,000 to $70,000.

We have prepared the attached "Draft Reply" to the Department of Fish and Wildlife. Before it is sent, we would like your review, concurrence, rejection, recommendations, etc.

Please call if you have any questions.

DLT:sh

Attachment

[illegible]

CC: Payne & Willhite - with attach.

Please let me know your comments to plan 2, and I'll respond to Don Trout.

[illegible] Craft

81-125-1367

February 7, 1984

CON

Ross Bros. Construction, Inc.
3501 Brooklake Road N
Salem, OR 97303

Time Extension Request
Park Place-Newell Creek
Contract No. 9592
FAP No. IX-78(6)

Your request for additional contract time in which to complete phase (b) of the above project has been carefully reviewed. It does not appear that any significant adjustment of contract time is warranted for the two requested reasons, i.e., gas line and added inlets. However, a review of project records indicates that phase (b) of this project was delayed by the late activation of the temporary 30-inch water line. This delay resulted from the need to coordinate water supply line work on this contract and an adjacent contract. Therefore, a contract time adjustment of an additional 24 calendar days in which to complete phase (b) of this project is granted.

This will eliminate all liquidated damages on phase (b) of this contract. There remains 34 calendar days of liquidated damages under phase (a) of this contract.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:cb sl

bc H. S. Coulter
C. O. Fredrickson
Al Harwood w/att.
Dave Wilhite w/att.
Bob Church

STATE OF OREGON **INTEROFFICE MEMO**

TO: BRYANT JACKMOND, Contract
Administration Engineer

DATE: January 9, 1984

FROM: Marion Craft
MARION CRAFT
Region Construction Engineer

SUBJECT: Park Place-Newell Creek (Structures)
Cascade Highway South
Contract No. 9592

RECEIVED
JAN 10 1984
CONSTRUCTION
SECTION

CE, CAE, FOE, OCS, SCS, FEO, OM, CA, LS, TC, FE, CP

Attached is a time extension request from the contractor, Ross Bros., and a letter from Dave Willhite, with his analysis and recommendations.

Some of the pertinent dates and facts concerning time on this job are as follows:

Date of award	February 2, 1983
Specified completion time	a. August 31, 1983
	b. November 30, 1983

Under "a", the Redland Road structure was to have been finished to a point where heavy haul vehicles could cross it. The time overran, but this time extension request does not effect this portion of the contract.

Under "b", which has to do with the total completion of the contract, the time has been stopped as of December 19, 1984, by a stop work order. There is a possible two days of handrail painting to do and we will do it when weather permits.

Dave lists several items of work that contributed to the overrun. The City of Oregon City had two water lines supplying water to their system. They did not want the 30 inch line shut off and switched over until we had another line, a 12 inch line, on another of our contracts, relined and back in service. The unavoidable conflicts with getting these two lines relocated and back in service caused a delay from March 22, 1983 until April 19, 1983. At this time, this was a critical conflict in the work that was just beginning on the structure.

There are other minor delays, but I recommend we grant the 15 days requested, for the above mentioned conflicts with the water lines between the two contracts, the Water District and Oregon City.

MC/b

Attachment

cc: Dave Willhite

1-30-84

W. E. Schwartz –

The two City of Oregon City water supply lines were being relocated by our contractors on adjacent contracts. They both had to be cut in at the same time. The delay on this project is therefore excusable and should be FHWA participating. I will seek FHWA concurrence.

31-125-1387

U.S. Department
of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project IX-78(6)
Park Place - Newell Creek
Contract 9592
(Mr Jackmond's ltr, 2-1-84)

Date: February 6, 1984

From: Division Administrator

Reply to Attn. of: HFO.1

To: Mr. H. S. Coulter, State Highway Engineer

As proposed in Mr. Jackmond's letter, I concur in the 24-calendar day extension of time.

G. K. Hossner
for Dale E. Wilken

RECEIVED
STATE HWY ENGR
FEB 8 '84
REFER TO
Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File

1/20/84

Oregon City By-pass
Newell Creek

Estimates -

1. Restoration by placing new spawning gravel	$360,000*
2. Fish Ladder (May not work)	$165,000*
3. Cleaning stream	$21,000

*New gravels & cleaning estimates are for selected areas of the stream totaling 1/3 of it's entire length.

Yet to be accomplished

1. Agreement w/Fish & Wildlife
2. Permission from property owners to work in stream
3. Request participation from FHWA
4. Clear proposal thru DW State Lands

VICTOR ATIYEH
GOVERNOR

Department of Fish and Wildlife
506 S.W. MILL STREET, P.O. BOX 3503, PORTLAND, OREGON 97208

Versteeg
Anderson
Adams
Schwab
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RECEIVED
JUN 0
ROAD DESIGN SECTION
Do Not File
Return To
Bring Up
Action

June 2, 1983

RECEIVED
JUN - 2 1983
DIVISION OF STATE LANDS

Earle Johnson, Assistant Director
Division of State Lands
1440 State Street
Salem, OR 97310

Reference: RF 3764, OSHD

Dear Earle:

The Oregon Department of Fish and Wildlife has completed its review of the referenced project to divert a portion of the upper Newell Creek and pond for Beaver Creek Road construction. This application request is directly related to and an extension of the Oregon City By-pass Project (RP 3597).

Our Department is very disappointed with the construction activities on this project. Last years activities caused severe erosion of disturbed soils and silting of Newell Creek, violating permit turbidity standards. These silted gravels have resulted in lost spawning ability for coho salmon, steelhead and cutthroat trout as well as fish food production for rearing salmonids. Consequently, we wish to make the following recommendations for the coming seasons' work on RP ~~3579:~~ 3597

1. Straw bales from last year shall be replaced with new bales.
2. These bales shall be periodically checked or maintained for over-topping and another level added if necessary.
3. All drainage ditches (including those across the road surface) shall have straw bales placed in them and maintained.
4. Drainage pipes shall be securely placed to divert water over steep embankments and shall be maintained.
5. All disturbed, raw soils shall be seeded and growing with grasses by seasons' end and periodically maintained.

We believe the stream may eventually recover in several years without manual removal and cleaning of the gravels if the above protective measures are implemented and if the operation is closely supervised to prevent additional silt loads. However, we feel the Highway Department should accept the responsibility for the Newell Creek damages and mitigate the lost production. This may be accomplished by:

1. Providing fish passage to upper Newell Creek where the Environmental Learning Center at Clackamas Community College is planning to hatch and release coho salmon, or

2. cleaning the existing Newell Creek gravels and/or placement of additional gravels to hasten delayed recovery.

We would be willing to attend a coordination meeting with the Highway Department to discuss possible construction designs and alternatives. Working conditions for the stream relocation portion of RF 3764 are attached.

Please be aware that our Department did not favor this highway by-pass alternative initially because of the possible damages to fishery and riparian resources. Our concerns have now been realized and, therefore, we feel justified in asking for remedial actions.

Sincerely,

Brent O. Forsberg

Brent O. Forsberg
Staff Biologist
Environmental Management Section

BOF:tle

Attachment

cc: OSHD
LCDC
DEQ
Gerald Herrman - Environmental Learning Center
CCC
Jay Massey

ROAD DESIGN SECTION

DES 16

James D. McClure
Metro Project Development Engineer

January 17, 1984

Donald R. Adams, P.E.
Final Design Engineer

Park Place-Clackamas Community College Section
Cascade Highway South
Clackamas County

Per your request, we have investigated the proposal to add a median left-turn lane in the two-lane portion of the project southerly of the Clackamas Community College. We concur and propose 12-foot driving lanes, 5-foot bikeway/shoulders, and a 14-foot median.

There is adequate right of way within the proposed project to construct the left-turn lane to Glen Oaks Road, the southerly limit of the original project area. Mr. L. E. George, in his letter of December 5, 1983, recommended the left-turn lane be constructed through the Glen Oaks Intersection. We have designed a channelization to accomplish the same. Copies of the plan and cross section are attached. Construction cost is estimated to be $81,000 plus right of way.

The channelization will extend the project beyond the limits of the EIS and right of way will be required. Cross sections and the appropriate survey data for preparation of right-of-way descriptions will be needed. The project is scheduled for the fourth quarter of 1984. Adding the channelization will not delay it if we proceed promptly.

Please determine if the increase in cost can be accommodated and whether the project extension with right-of-way acquisitions pose environmental problems.

When we receive the field information covering the proposed extension, we will add it to the plans and start right-of-way descriptions for the acquisition process.

DRA:FE:kkr

Attachments

cc (with attachments):

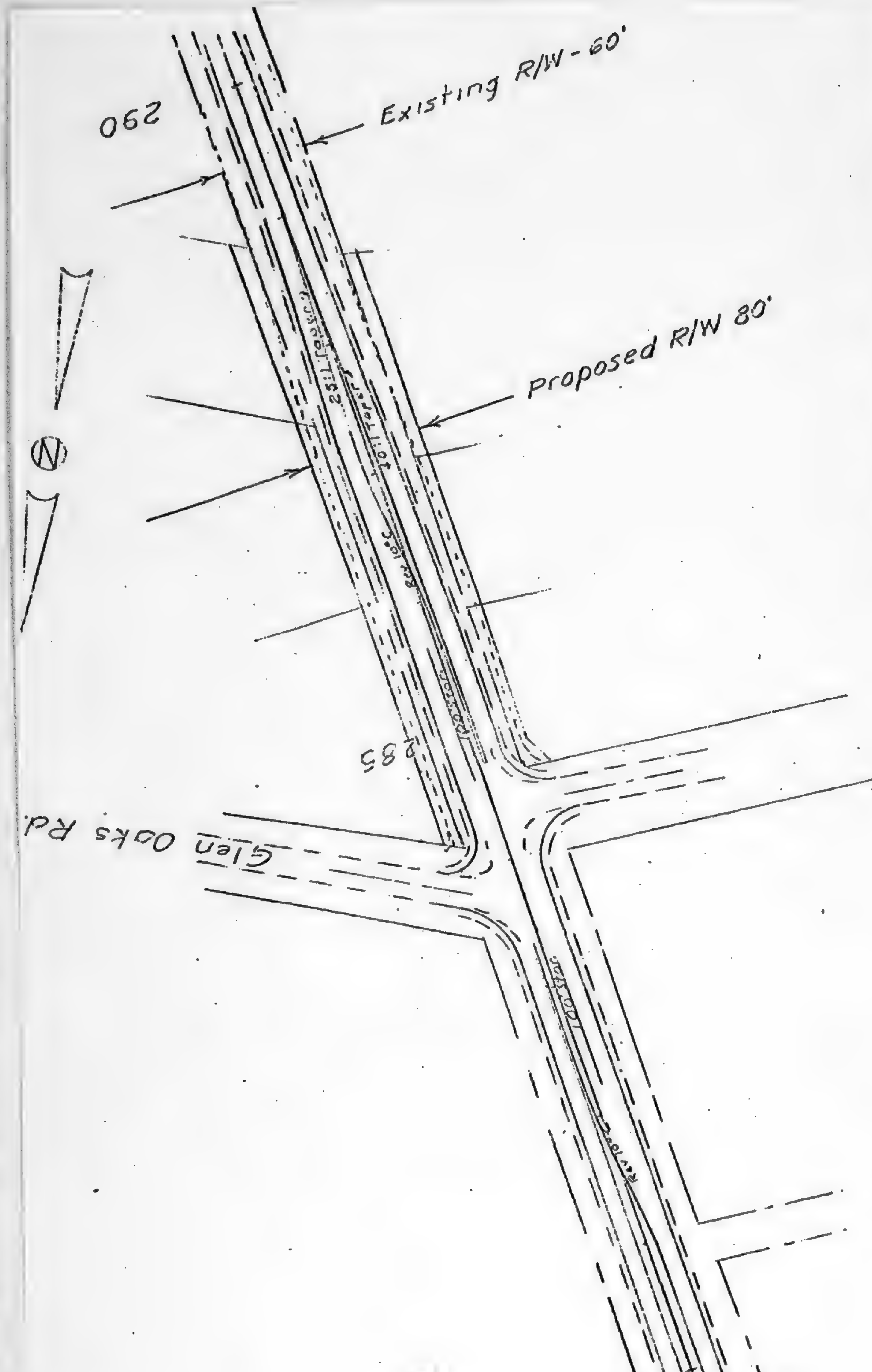
E. L. Hardt
Curt Duval
Fred Eriksen

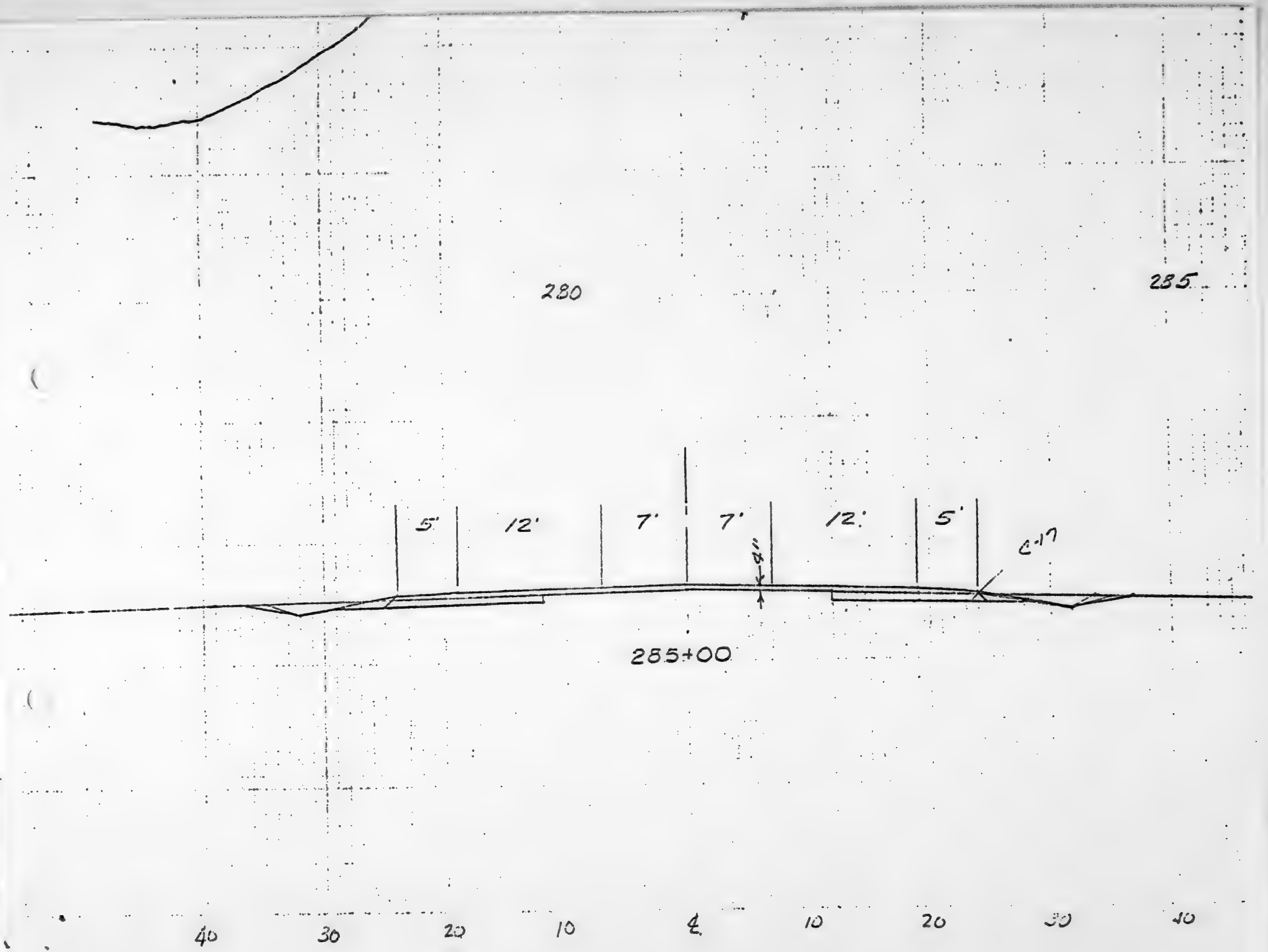
1 Versteeg ✓
Anderson
Adams
Macnab
2 Stoudenmeyer JE
Turpin
Trout
3 Wakerlig

RECEIVED
JAN 17 1984
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up / /
Action

GLEN OAK ROAD CHANNELIZATION
PARK PLACE - CLACKAMAS C.C. SEC
CASCADE HWY. S.
CLACKAMAS COUNTY
JAN. 1964


Existing R/W - 60'
Proposed R/W 80'
290
285
280
Glen Oaks Rd.
25:1 Taper
30:1 Taper
N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9512

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

December 22, 1983

LOC 8

Brent O. Forsberg
Staff Biologist
Environmental Management Section
Department of Fish and Wildlife
506 S.W. Mill Street
Portland, OR 97201

mc

cy Versteeg
Anderson
cy Adams
Macnab
Stoudenmeyer
Terpin
/ Trout
Wakerlig

RECEIVED
DEC 23 1983
ROAD DESIGN
SECTION

Do Not File ☐
Return To
Bring Up __/__/__
Action

Proposed Fish Ladder
Newell Creek
Redland Road-Beaver Creek Road Section

Enclosed is a plan and profile for Newell Creek immediately downstream of Beaver Creek Road. This is the area for the proposed fish ladder which will mitigate the siltation of Newell Creek by our highway construction. Since the profile shows that the ladder must overcome 100 feet of fall, I am concerned as to whether the denil type ladder can be effectively used at this site. It also appears that during the later summer and early autumn that there is insufficient flow for a denil type ladder. I would like your department's assessment of using the denil type ladder for fish passage at this location.

David W. Bryson
David W. Bryson
Hydraulics Engineer

DWB:ge
Enc.

cc Frank Terpin
Hal Versteeg
Don Adams
Don Trout
Dave Wilhite
Al Harwood

Form 734-3122

OREGON STATE HIGHWAY DIVISION

SUMMARY—BID SCHEDULE—COST ESTIMATE

Sheet ______ of ________

Date Jan. 19, 1984

Section Park Place - Clackamas Community College

County Clackamas

Kind Of Work Newell Cr. Restoration Depositing Gravels Length ______

Name Davies

No	ITEM	Code	Unit	Quant.	Unit Cost	Total
	Mobilization				10%	23,400
	1½"/¼" Gravel		Cu. Yds	1500	8^{00}	12,000
	Laborers (4)		Hour	1500	23^{00}	34,500
	Helicopter Time		Hour	375	500^{00}	187,500
						$257,400
			+40% E & C			102,960
				Total		$360,360

STREAMBED RESTORATION BY PLACEMENT OF GRAVELS

The concept of this proposal is to transport gravels by helicopter and dump onto existing gravelled areas; then spread by hand by a ground crew. The assumptions made are that a helicopter can deliver four cubic yards per hour to the streambed, and that a four-man crew would be able to spread this gravel at the same rate.

There is no technical basis for the above assumptions; they are merely what appears to be logically possible.

My understanding is that this stream is choked with downed logs and overhanging brush which would make this operation very difficult, if not impossible in some areas. Also, the area through which Newell Creek flows is all private land (several ownerships). I don't know what kind of access problems there will be.

Safety wise, I would anticipate this to be a very hazardous operation. The down draft from the helicopter will undoubtedly hinder the movements of the crew on the gound, and it could break dead limbs and treetops, causing a hazard to the gound crew. It is also anticipated that some of the spreading will be done by swinging the bucket during the unloading time. This would have to be done by the ground crew, and it is questionable whether the helicopter could be held stable as its load decreases through dumping of the gravel.

Unit prices were estimated by Bruce Walton.

Archie Davies

kkr
1-23-84

Streambed Restoration by Placement of Gravels

The concept of this proposal is to transport gravels by helicopter and dump onto existing gravelled areas then spread by hand by a ground crew. The assumptions made are that a helicopter can deliver 4 cu. Yds per hr. to the streambed, and that a 4man crew would be able to spread this gravel at the same rate.

There is no technical basis for the above assumptions they are merely what appears to be logically possible.

My understanding is that this stream is choked with downed logs and overhanging brush which would make this operation very difficult if not impossible in some areas. Also the area through which Newell creek flows is all private land (several ownerships). I don't know what kind of access problems there will be.

Safety wise I would anticipate this to be a very hazardous operation. The down draft from helicopter will undoutedly hinder the movements of the crew on the ground, and it could break dead limbs and tree tops causing a hazard to the ground crew. It is also anticipated that some of the spreading will be done by swinging the bucket during the unloading time. this would have to be done by the ground crew, and it is questionable whether the helicopter could be held stable as it's load decreases through dumping of the gravel

Unit Prices were estimated by Bruce Walton

Archie Davis

1½" x ¼" Gravel = 20 segments = 1500 Cu.Yds
(See attached computations.

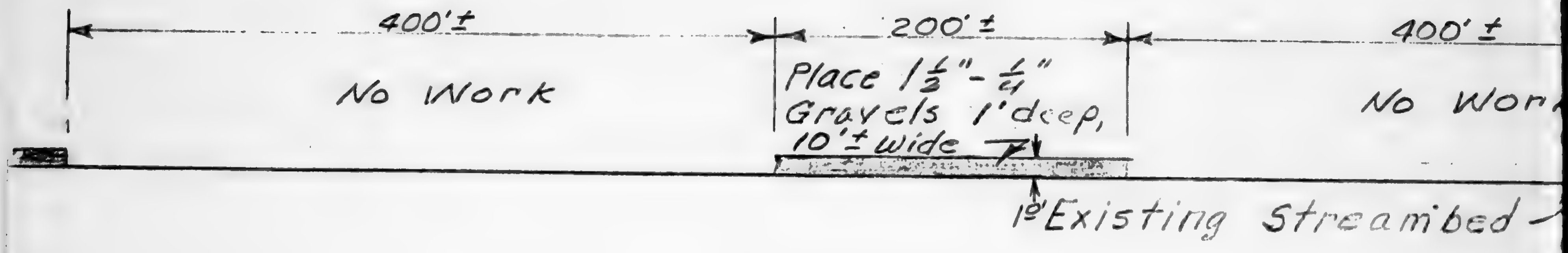
Estimated time for Placement & Spreading Gravel.

Assumed 4 men can spread = (Placement W/ copter &
1 Cu. Yd./15 min = *4 C.Y. Per hr. Spreading by hand)
1500 C.Y. ÷ *4 = 375 hrs x 4 men = 1500 Man hrs. Labor

Helicopter Time:

Assumed to move 1 C.Y. every 15 Min.

1500 Cu.Yds x .25 hrs. = 375 hrs


400'±
200'±
400'±
No Work
Place 1½"-¼"
Gravels 1'deep,
10'± wide
No Wor
1º Existing Streambed

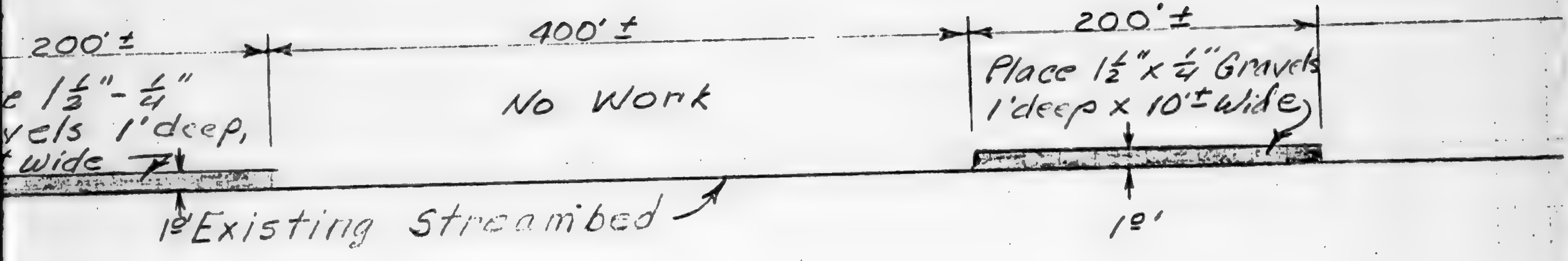
Streambed Restoration by Placemen
Above Sketch is assumed interval of Gra

Computations:

Approximate Length of Stream = 12,500'

No of segments for gravel placement = 12,500' ÷ 600' = 20 S

$$\frac{10' \text{wide} \times 1' \text{deep} \times 200' \text{long}}{27} \times 20 = 1481 \text{ say } \underline{1500 \text{ Cu. Yds.}}$$


200'±
e 1½"-¼"
vels 1'deep,
± wide
400'±
No Work
200'±
Place 1½"x¼" Gravels
1'deep x 10'± wide
1'
Existing Streambed
1'

Restoration by Placement of Gravels
tch is assumed interval of Gravel placement.

12,500'
cement = 12,500' ÷ 600' = 20 Segments

1481 Say 1500 Cu.Yds.

OREGON STATE HIGHWAY DIVISION

SUMMARY—BID SCHEDULE—COST ESTIMATE

Sheet ______ of ________

Date Jan. 19, 1984

ection Park Place - Clackamas Community College

County Clackamas

Of Work Newell Creek Restoration Gravel Cleaning

Length ______

Name Davies

ITEM	Code	Unit	Quant.	Unit Cost	Total
Mobilization				10%	1343
Laborers (5)		Hour	555	23^{00}	12,765
Pump (10HP. Approx. 300 Lbs)		Hour	111	6^{00}	666
					14,774
		+40% E&C			5911
			TOTAL	$	20,685

STREAMBED RESTORATION BY STIRRING AND FLOATING OFF SILTS

The concept of this proposal is to hand carry a pump along the creek, working downstream, and stirring the gravels and silts in the streambed with a jet of water. This is estimated to involve a pump of a size that will produce a jet velocity of 70 f.p.s. with a 1-inch jet. A 10 h.p. motor will be required to operate a pump of this size (approximately 300 lbs.).

Because of the steep terrain, down logs, overhanging brush, and the fact that this area is in private ownership, it is questionable whether this is a practical option.

The assumptions made concerning this plan are that the pump will have to be moved along the streambank (working downstream) by hand. It is estimated that four men will be needed to move the pump, while a fifth operates the jet nozzle. Based on some figures in a report by Walter C. Mih, Professor, Civil Engineering, Washington State University, it is estimated that a five-man crew, with the above-described pump, could stir 350 sq. ft. of gravel beds per hour. including moving time.

This procedure would have to be done at a time of peak run-off in order to have adequate stream flow to carry the dislodged silts away.

Unit costs are from Bruce Walton.

Pump-motor size was determined by Gene Finley, Hydraulics Unit, (See attached computation sheets.)

Archie Davies

kkr
1-23-84

Streambed Restoration by Stirring & Floating off Silts

The concept of this proposal is to hand carry a pump along the creek, working downstream and stirring the gravels & silts in the streambed with a jet of water. This is estimated to involve a pump of a size that will produce a jet velocity of 70 F.P.S. with a 1" Jet. A 10 HP motor will be required to operate a pump of this size. Approx. 300 Lbs

Because of the steep terrain, down logs, overhanging brush, and the fact that this area is in private ownership, it is questionable wheather this is a practical option.

The assumptions made conscerning this plan are that the pump will have to be moved along the stream bank (working downstream) by hand. It is estimated that 4 man will be needed to move the pump while a 5th operates the Jet nozzle. Based on some figures in a report by Walter C. Mih, Proffessor - Civil Engineering, Wash. State University it is estimated that a 5 man crew with the above described pump could stir 350"' of gravel beds per hour. including moving time.

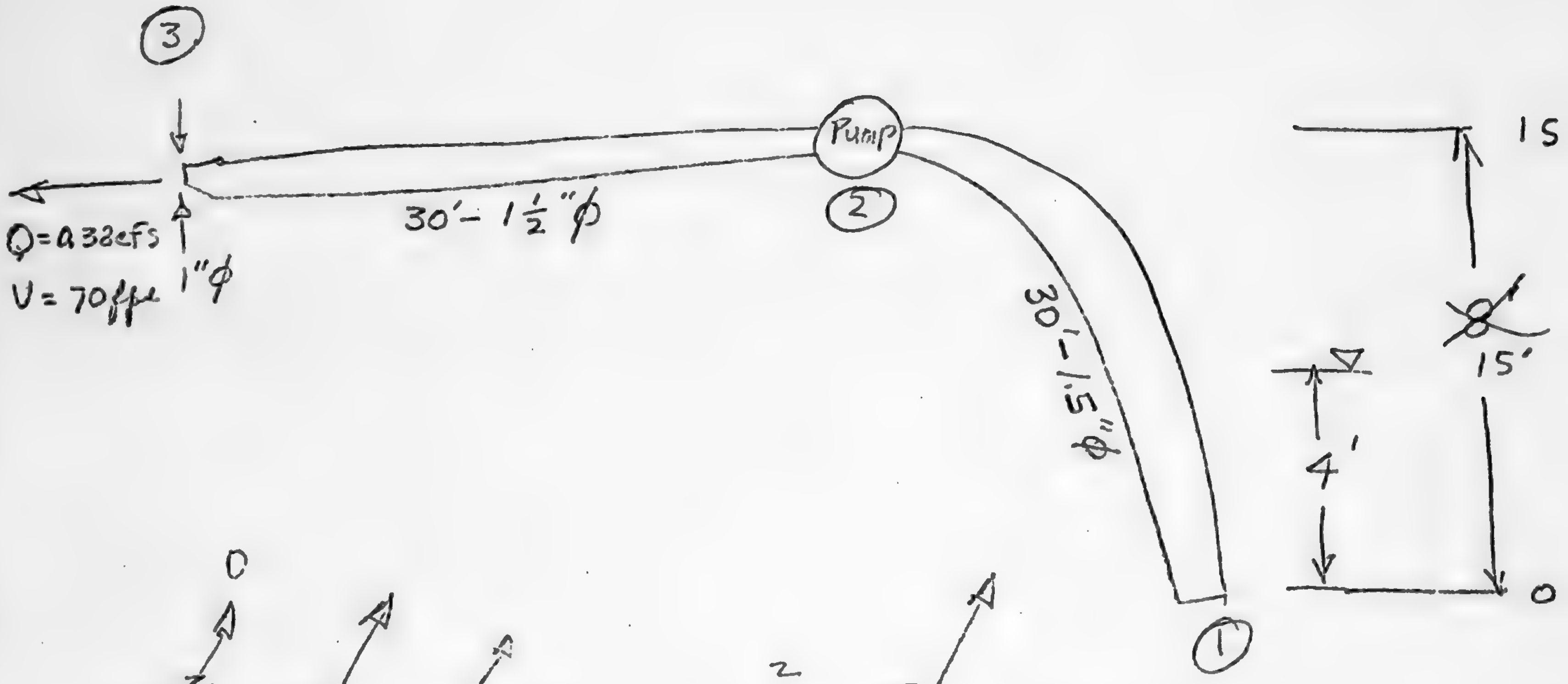
this proceedure would have to be done at a time of peak runnoff in order to have adequate stream flow to carry the dislodged silts away.

Unit costs are from Bruce Walton

Pump-Motor size was determined by Gene Finley, Hydraulics Unit. (see attached computation sheets)

Archie Davies

Newell Creek
GMF 1/19/84


③
Q = 0.38 cfs
V = 70 fps
1"ϕ
30'- 1½"ϕ
Pump
②
30'-1.5"ϕ
15'
~~8'~~
15'
4'
0
①

$$\cancelto{0}{\frac{V_1^2}{2g}} + \cancel{\frac{P_1}{\gamma}} + \cancel{Z_1} + h_p = \frac{V_3^2}{2g} + \cancel{\frac{P_3}{\gamma}} + Z_3 + h_L$$

$$h_p = \frac{70^2}{2g} + 15' + f\frac{L}{D}\frac{V^2}{2g}$$

L = 60'

$D = \frac{1.5}{12}$

$V = \frac{.38}{.00123}$

V = 31 fps

f = .02

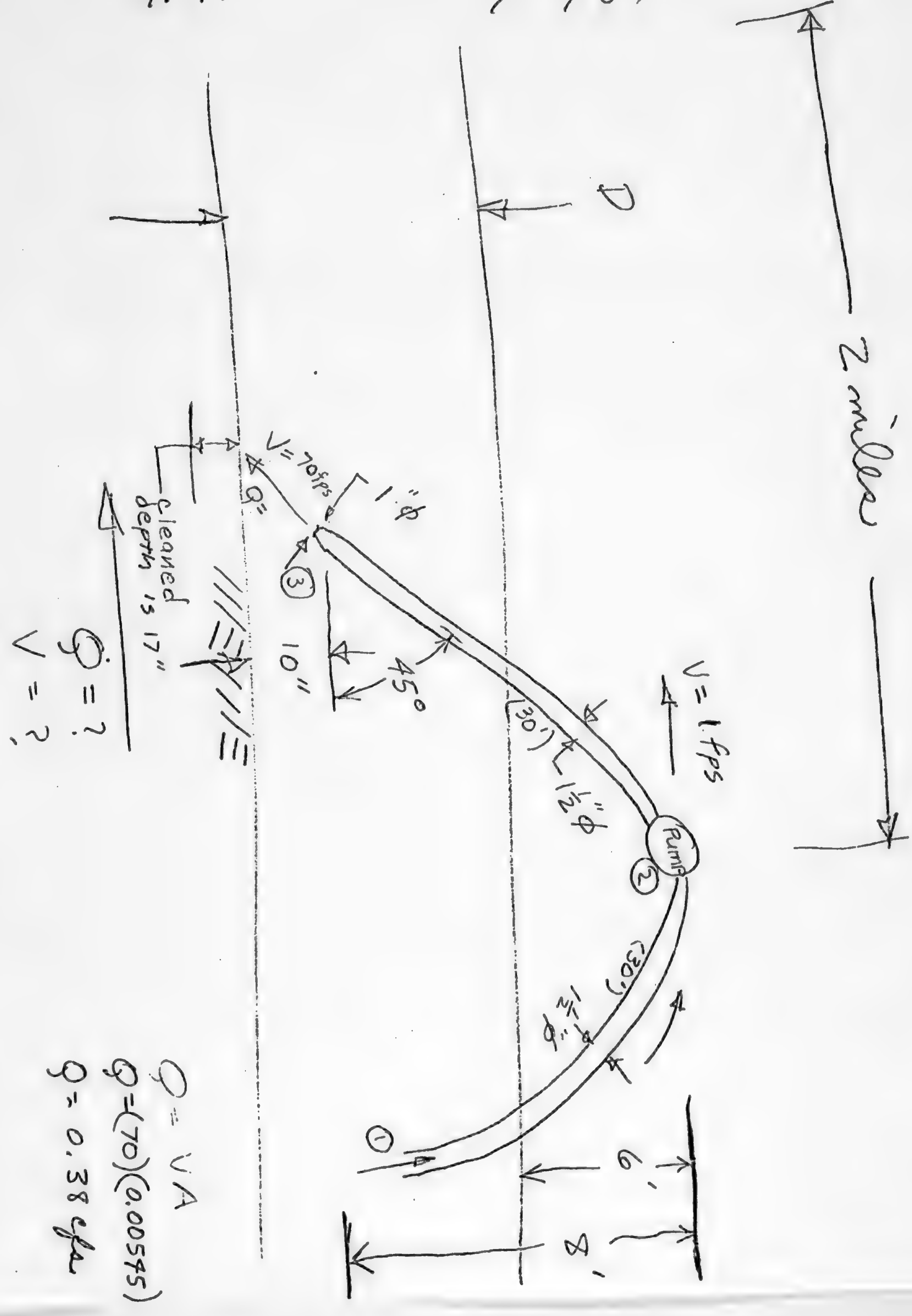
$$hp = \frac{70^2}{2g} + 15' + \frac{0.02\,(60)\,(31)^2}{\left(\frac{1.5}{12}\right)(2g)}$$

hp = 76 + 15 + 143

hp = 234 ft

$$HP = \frac{(0.38)(62.4)(234)}{550} = 10$$

Newell Creek
GMF 1/19/84


D
2 miles
V = 70 fps
Q =
1" φ
cleaned depth is 17"
③
10"
45°
(30')
1½" φ
V = 1 fps
PUMP
②
(30')
1½" φ
①
6'
8'
Q = ?
V = ?

$Q = VA$

$Q = (70)(0.00545)$

$Q = 0.38$ cfs

RESEARCH AND DEVELOPMENT OF A SALMON SPAWNING GRAVEL CLEANER (GRAVEL G TIE)

DESIGN OF THE MACHINE

The first prototype gravel cleaner was built with small spawning streams in mind where the machine would be tested initially. Based on the results of the laboratory tests and practical considerations, the design criteria are as follows:

1. Jet diameter--All three jet sizes tested (0.5, 1.0, 1.5 inch) could be used for the cleaning operation. The smaller jet size would require higher jet velocity to have the same cleaned depth as the larger jet. A jet diameter of 3/4 inch was selected for a more reasonable flow rate on the machine.

2. Jet velocity--For a 3/4-inch diameter jet, the jet velocity should be 80 feet per second. The cleaned depth is 12 inches and the cleaned width is 24 inches.

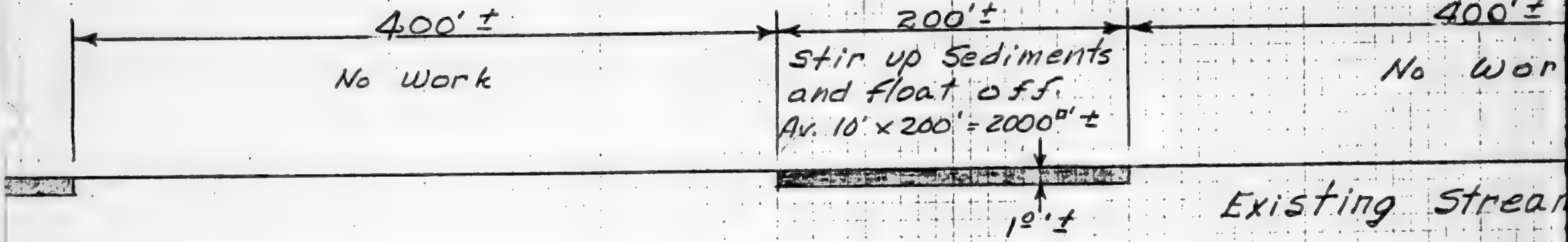
3. Angle of impingement--The difference in cleaned depth among jet angles of 45°, 60°, and 90° is not large. The jet angle of 90° is used.

4. Machine speed--The speed of the machine should be less than 0.1 foot per second for deep cleaning.

5. Collection hood configuration--Rectangular shape hinged to the machine frame with sloped front and rear panels to ride over large rocks. The connecting hose should be flexible.

A schematic illustration of the machine components is given in Figure 7. All components are mounted on a trailer. The machine uses six high velocity water jets spaced one foot apart to clean a swath six feet wide. The six jet nozzles are mounted on three 2-foot wide collection hoods placed side by side. On top of each hood there are two jet nozzles for flushing and two suction ports for silt removal. A self-priming centrifugal suction pump removes the silt-laden water in the hood and discharges it tangentially into a cyclone separator. The cyclone separator utilizes centrifugal forces to separate the silt and sand from the water. The silt slurry at the apex of the cyclone is then pumped through a nozzle to be jetted 80 feet away from the machine on to the stream bank above the high water level. The cleaner water in the cyclone separator flows to a jet pump where the fluid pressure is boosted for the high velocity flushing jets. The arm of each hood is hinged to the rear of the trailer and flexible hoses connect the hoods to the pumping equipment which permits independent movement of each hood over uneven streambeds. A 70-horsepower diesel engine supplies the power for the three pumps.

The machine basically washes the silted gravel in place, thus the digging, hauling, washing, and spreading of gravel are eliminated, resulting in higher efficiency of the cleaning operation compared with the gravel replacement method currently in use.

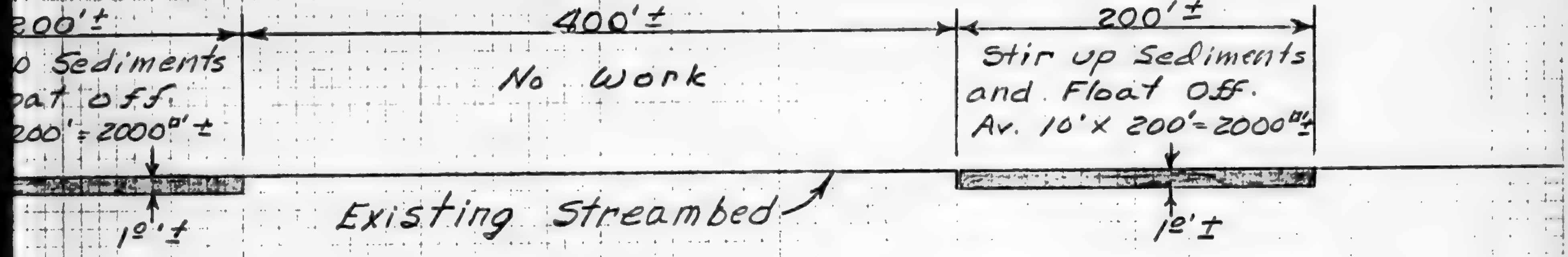

400'±
No Work
200'±
Stir up Sediments
and float off.
Av. 10' x 200' = 2000□'±
1⁰'±
400'±
No Wor
Existing Strea

Streambed Restoration by Stirring
Above Sketch is Assumed Average Seg

Computations:
Approximate Length of Stream = 12,500'
Approximate Length of Graveled areas to be cleaned = 12,500

Assume a five man crew will clean 360 □'/hr. including moving

Pump Time
1140 hrs.


200'±
p Sediments
oat off.
200' = 2000□' ±
1º'±
400'±
No Work
200'±
Stir up Sediments
and Float Off.
Av. 10' x 200' = 2000□'±
Existing Streambed
1º'±

ed Restoration by Stirring & Floating off Silts.
Sketch is Assumed Average Segments where Silted
Gravels exist.

12,500'
reas to be cleaned = 12,500 ÷ 600 = 20 segments @ 2000□' each. =
40,000□' to be cleaned
lean 360□/hr. including moving time = $\frac{40,000□'}{360□'}$ = 111 hr. x 5 Men = 555
Man hrs.

9372

VICTOR ATIYEH
GOVERNOR

Department of Fish and Wildlife
506 S.W. MILL STREET, P.O. BOX 3503, PORTLAND, OREGON 97208

October 4, 1983

Mr. Don Trout, Project Coordinator
Department of Transportation
Highway Division, Transportation Building
Salem, Oregon 97310

Dear Don:

I apologize for the time it took to get this material to you. The material enclosed includes:

1. Our general plans for a collection pool at the end of the culvert, fishway to the pool, and fishways at three impassible sections of Newell Creek.
2. A report on the Denil fishway, and
3. A report on a gravel cleaner.

The gravel cleaner in this report would probably be too large for Newell Creek, but at least the concept and procedure is presented here.

I have contacted Dr. Pete Klingeman, OSU, who said Washington State University and Washington Department of Fisheries may be doing research on a portable cleaner that could do Newell Creek. Attempts to contact Walter Mih, WSU, have been unsuccessful so far. Your people may still try to reach him at (509)335-4546 or Pete Klingeman at 754-4022 for further information.

Please give me a call if you have any questions.

Sincerely,

Brent
Brent O. Forsberg
Staff Biologist
Environmental Management Section

sw
Enclosures (3)

1 Versteeg
Anderson
2 Adams
Macnab
Stoudenmeyer
Terpin
3 Trout
Wakerlig

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SECTION

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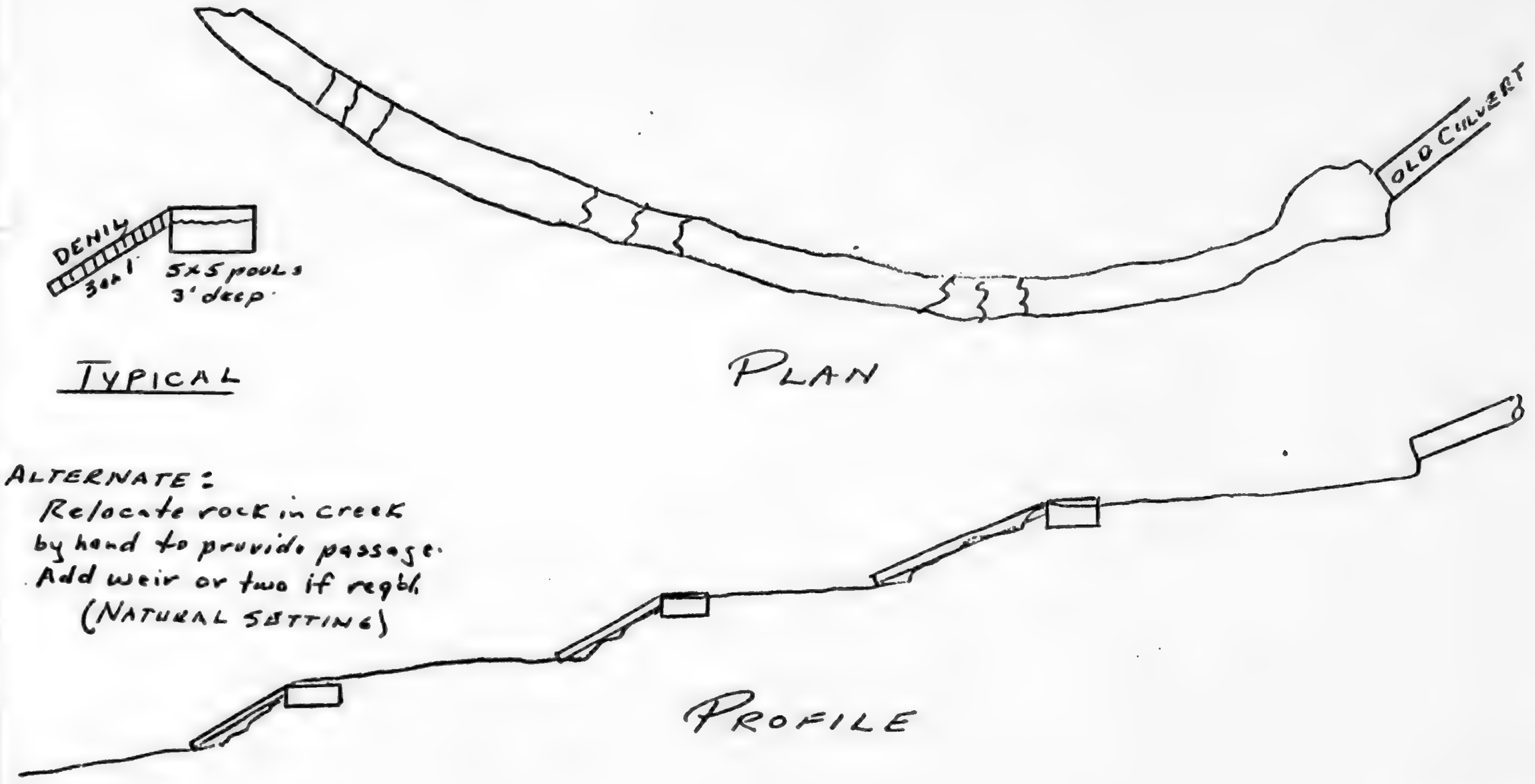
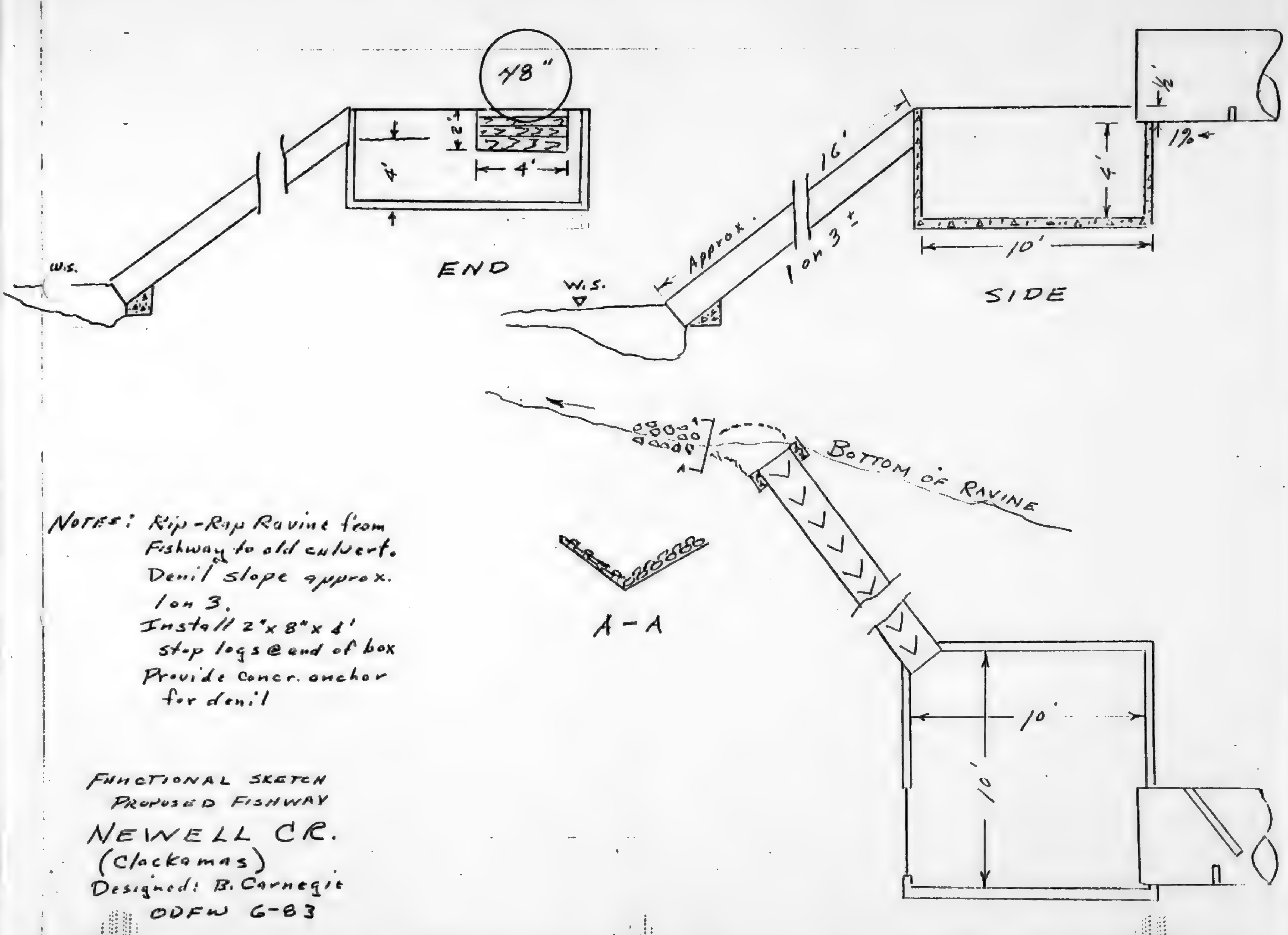
NEWELL CREEK
(Clackamas)

Abernethy Bypass
Approx. 223+51.9 P.S.


OLD CULVERT
DENIL
3 on 1
5x5 pools
3' deep
TYPICAL
PLAN
PROFILE

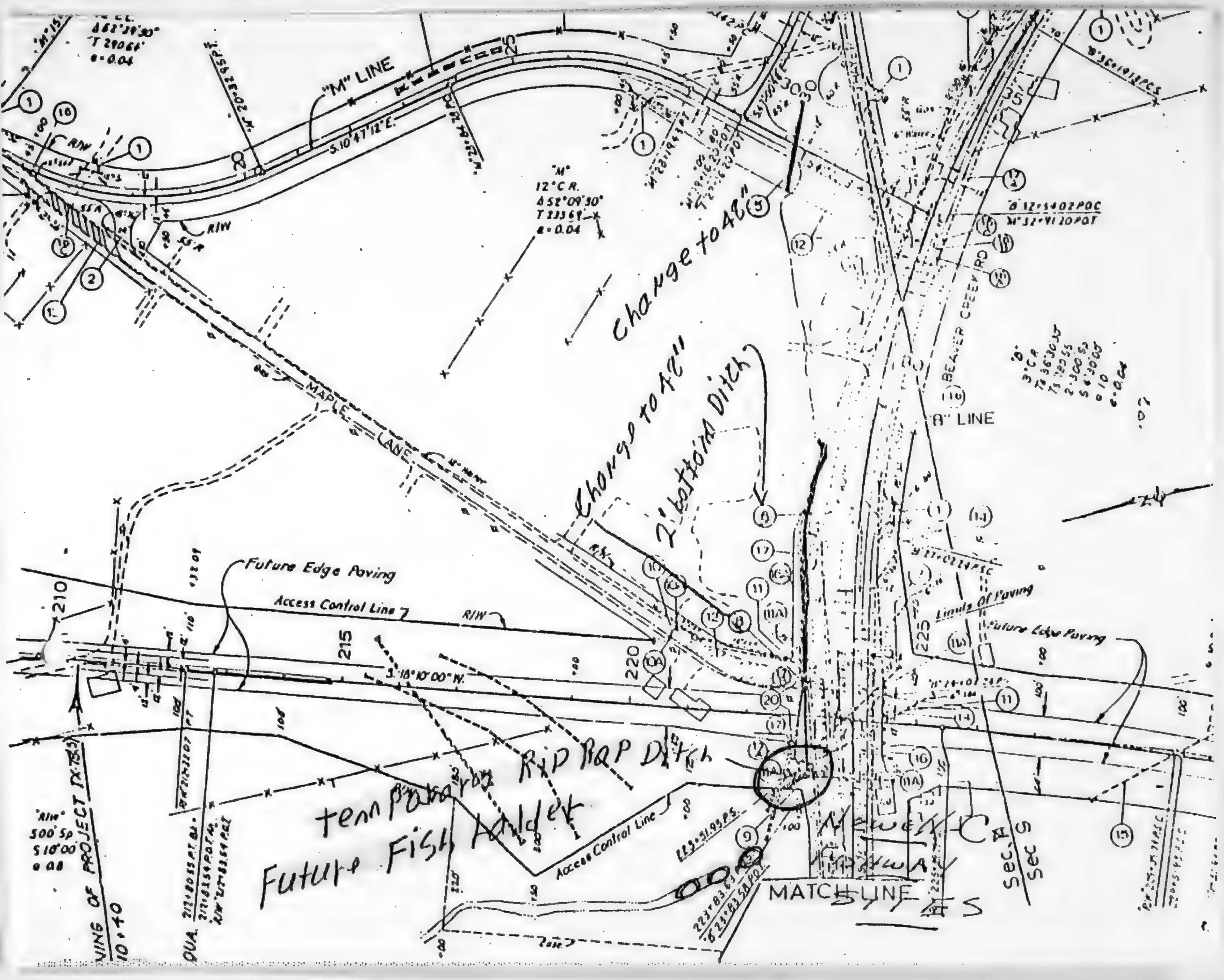
ALTERNATE:
Relocate rock in creek
by hand to provide passage.
Add weir or two if reqd.
(NATURAL SETTING)

FUNCTIONAL SKETCH
PROPOSED LIFTS
NEWELL CREEK
BELOW HWY. CROSSING
DESIGN: B. CARNEGIE
ODFW 6-83


48"
2'
4'
4'
W.S.
END
16'
Approx.
1 on 3±
W.S.
4'
¾"
1%
10'
SIDE
A
BOTTOM OF RAVINE
A-A
10'
10'

NOTES: Rip-Rap Ravine from Fishway to old culvert.
Denil slope approx. 1 on 3.
Install 2"x 8"x 4' stop logs @ end of box
Provide concr. anchor for denil

FUNCTIONAL SKETCH
PROPOSED FISHWAY
NEWELL CR.
(Clackamas)
Designed: B. Carnegie
ODFW 6-83


"M" LINE
S.10°47'12"E.
"M"
12° C.R.
Δ52°09'30"
T 233.69
e = 0.04
Δ52°39'30"
T 290.66
e = 0.04
R/W
MAPLE LANE
Change to 42"
Change to 42"
2' bottom Ditch
BEAVER CREEK RD
"B" LINE
"B"
3° C.R.
e = 0.04
Future Edge Paving
Access Control Line
R/W
210
215
220
225
S.10°10'00"W.
Limits Of Paving
Future Edge Paving
Rip Rap Ditch
temporary
Future Fish Ladder
Access Control Line
MATCH LINE
Sec. 5
Sec. 6
VING OF PROJECT IX-7(3)
10+40
QUA.
"R/W"
500' Sp.
S10°00'
e 0.08
"B" 32+54.02 P.O.C.
"M" 32+41.20 P.O.T.
223+83.63 P.O.T.
223+51.93 P.S.
1
2
9
10
11
11A
12
13
14
16
17
18
20

160

ROAD DESIGN - HIGHWAY DES 16

James D. McClure
Project Development Engineer

October 3, 1983

Donald R. Adams, P.E.
Final Design Engineer

Kronberg Access
Park Place - Clackamas C. C.
Clackamas County

Attached are plan, profile, cross-sections, typical section and estimate for Kronberg access road. It appears that the most practical way to accomplish this work is to either add it to one of the current contracts such as the Beaver Creek Road Section or do it as a separate contract project.

The Park Place-Clackamas Community College paving project will probably be contracted in the Fall of 1984 or later, and we don't anticipate other projects in the area before the September, 1984 completion date you requested for the Kronberg access.

FE:TE:mg

cc: Ken Rolfe

cy
mb

RECEIVED
OCT 05 1983
ROAD DESIGN
SECTION

1 Versteeg ✓
Anderson
Adams
Macnab
Stoudenmayer
Turpin
Trout
[illegible]

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Action

OREGON STATE HIGHWAY DIVISION
QUANTITY SUMMARY & COST ESTIMATE

Sheet 1 of 2 Sheets

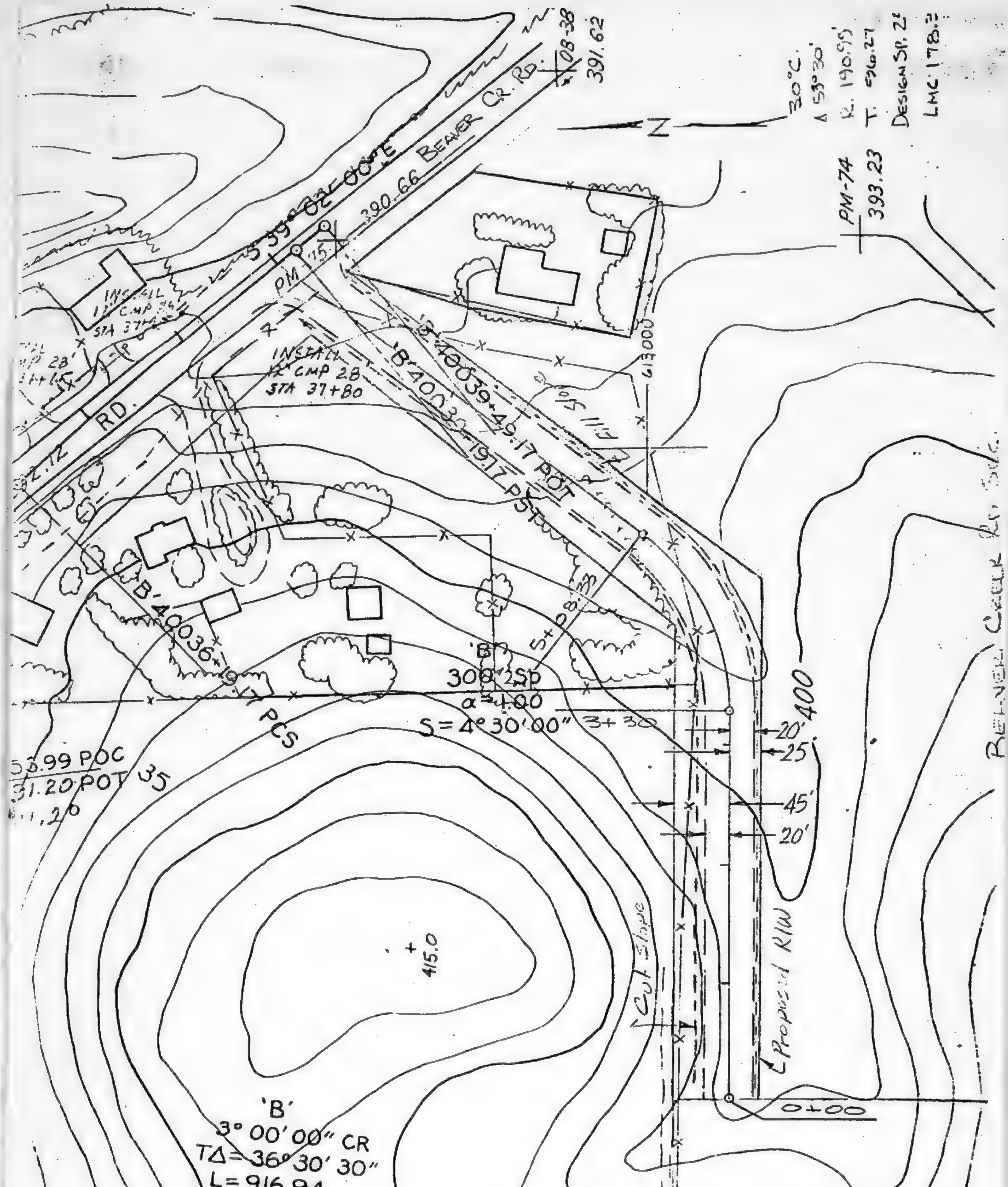
Section BEAVER CREEK RD. (KROMBERG ACCESS)
Highway ____ County ____ Prefix ____
Length ____ Miles ____ Designer ____ Date 9-17-82
Signed ____ Title ____

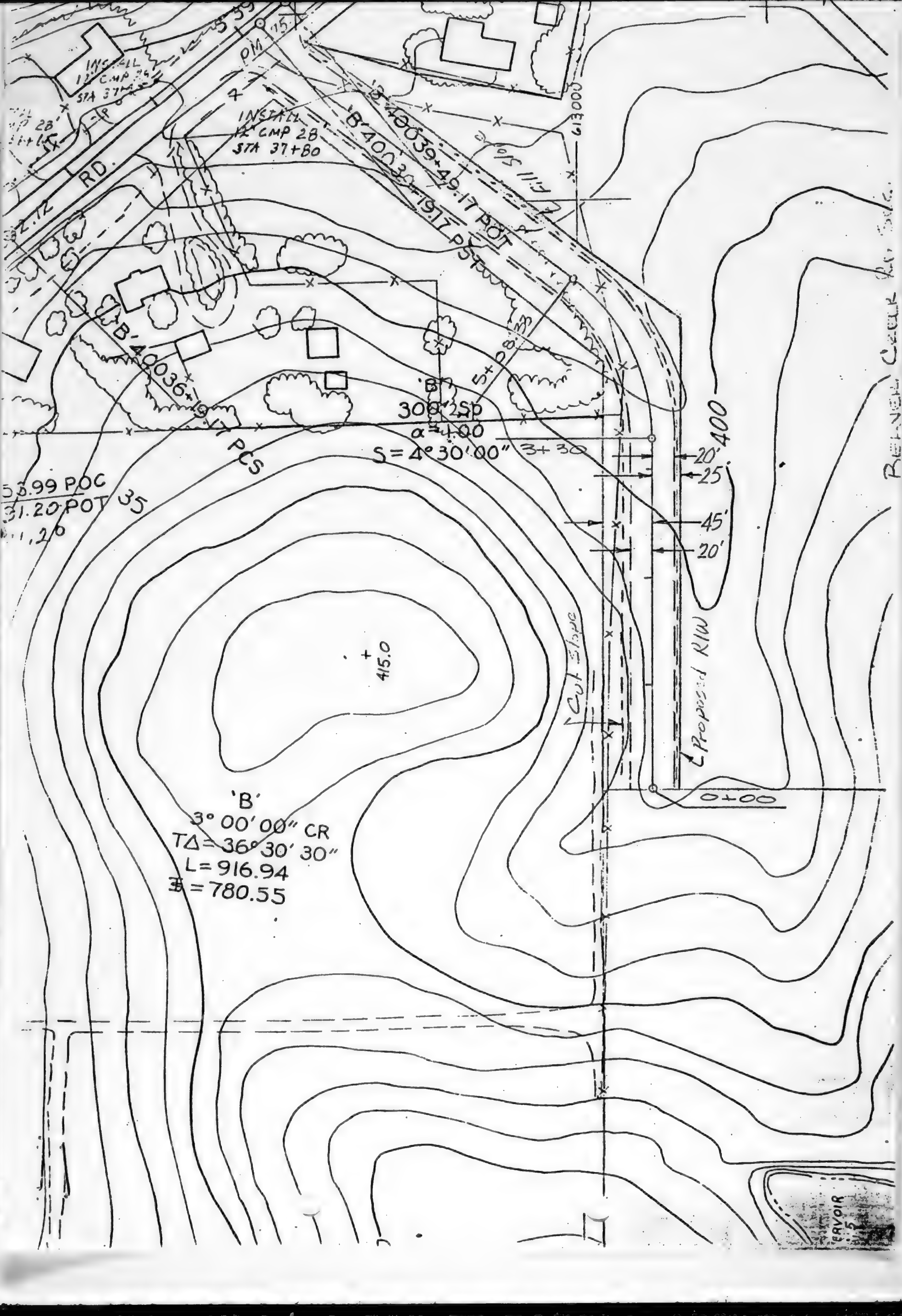
Grading & Drainage		$
Surfacing		$ 71680
Extra Work		
STRIPING	$ 500.00	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
TOTAL EXTRA WORK		$ 500.00
TOTAL		$ 72180.00
+ 20% Engineering and Contingencies		$ 14420.00
Structures		
	$	
	$	
	$	
	$	
TOTAL STRUCTURES		$
Right of Way		$
TOTAL ESTIMATED COST		$ 86,600.00

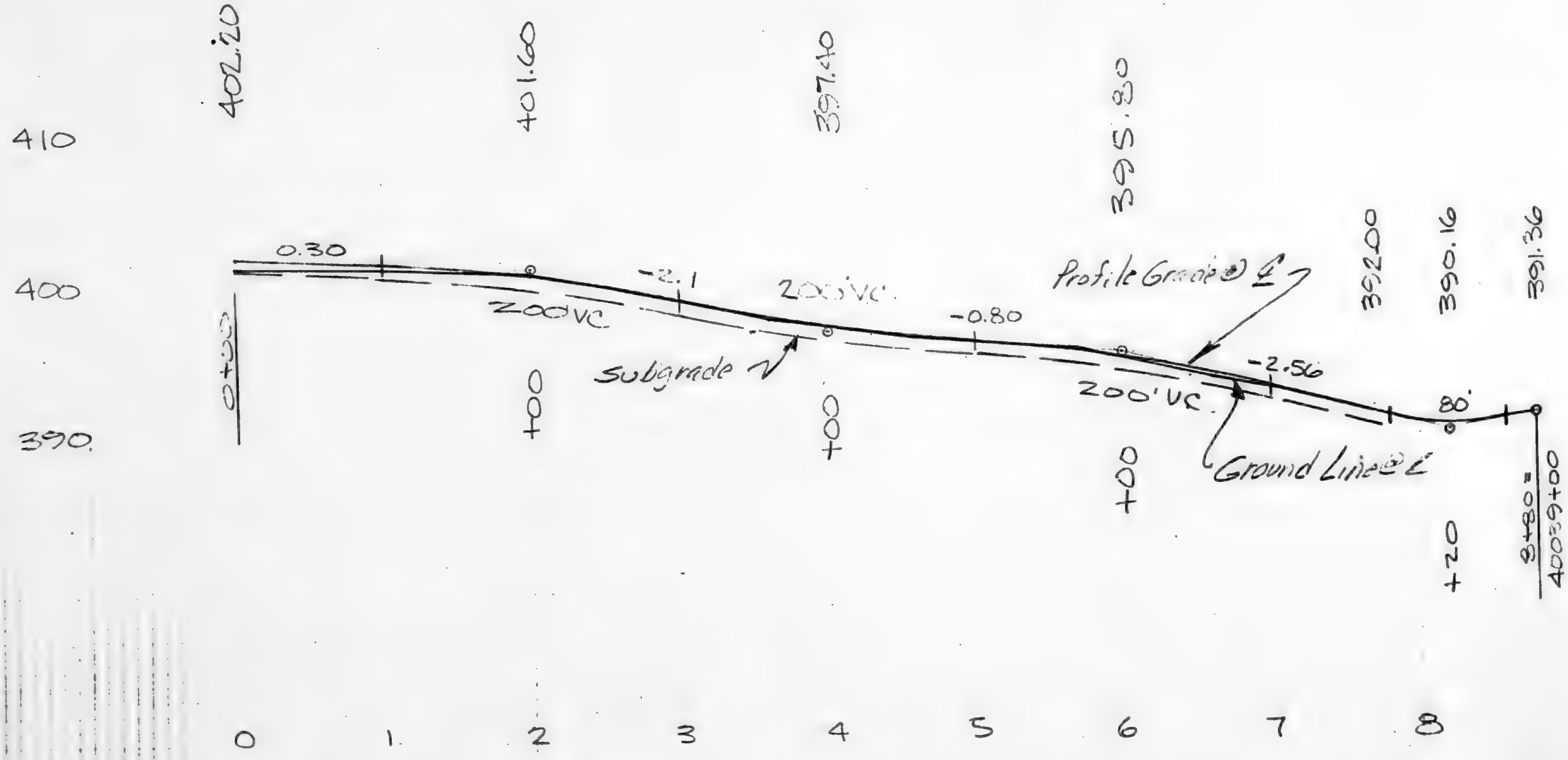
OREGON STATE HIGHWAY DIVISION
SUMMARY--BID SCHEDULE--COST ESTIMATE

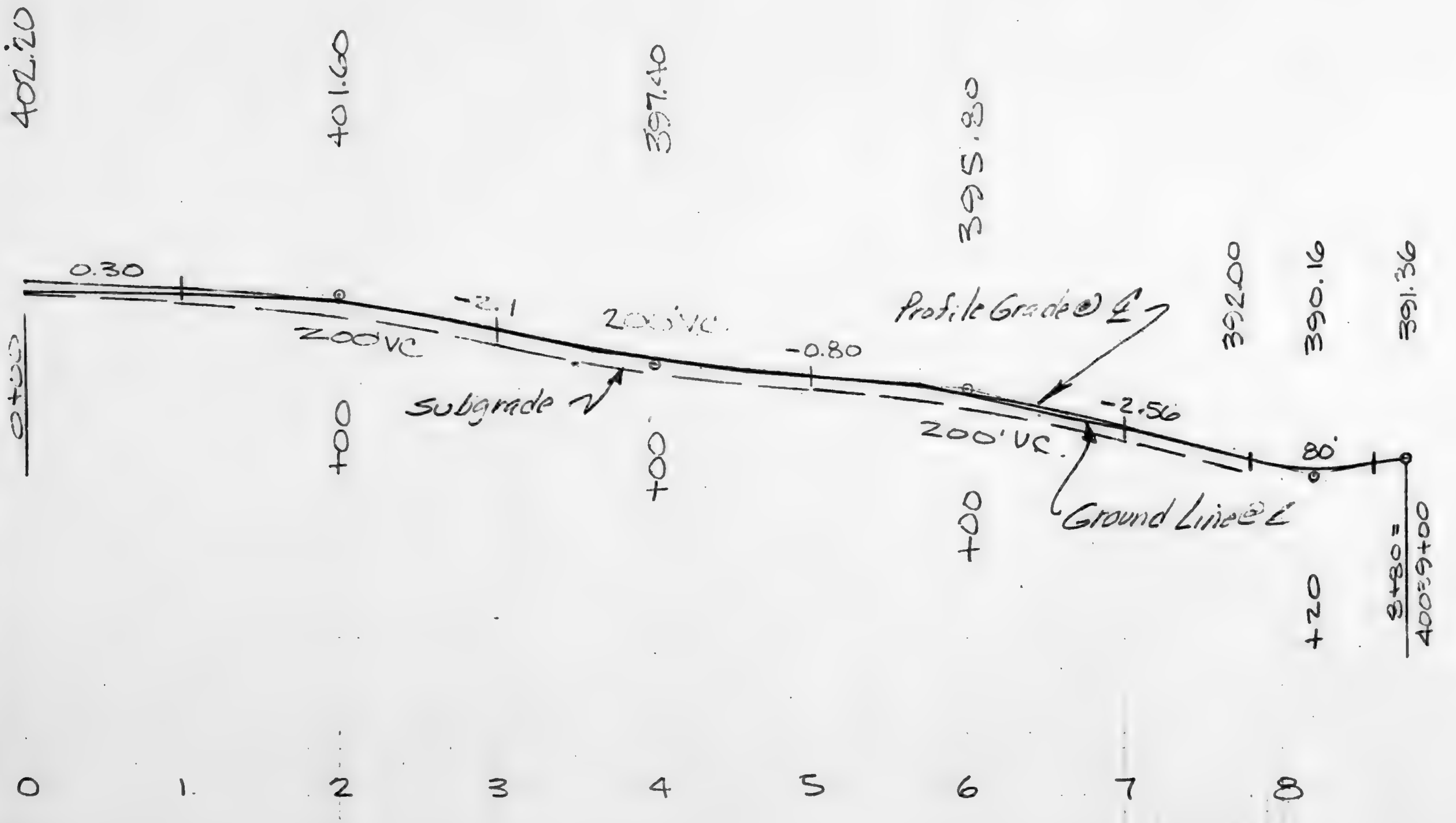
Sheet 2 of 2
Date
BEAVER CR. RD. (KRONBERG ACCESS) County
Of Work Length Name

Item	Code	Unit	Quant.	Unit Cost	Total
MOBILIZATION		ALL	ALL	3%	1956^{00}
TEMP. PROT. & DIRECT OF TRAFFIC		ALL	ALL	7%	4562^{00}
CLEARING & GRUBBING		ALL	ALL	—	1000^{00}
GENERAL EXCAVATION		CU. YD.	2500	6^{00}	15000^{00}
FINISHING ROADBED & SLOPES		ALL	ALL	—	1000^{00}
WATERING		M-GAL	50	15^{00}	750^{00}
AGREGATE BASE		TON	1740	10^{00}	17400^{00}
CLASS "B" ASPH CONC MIXTURE		TON	452	16^{00}	7232^{00}
ASPH CEMENT IN MIX		TON	27	190^{00}	5130^{00}
ASPH IN TACK COAT		TON	1	250^{00}	250^{00}
CONCRETE INLET TYPE "CG-1"		EACH	4	600^{00}	2400^{00}
12 inch SEWER PIPE		LIN FT.	500	12^{00}	6000^{00}
TYPE "C" CURBS 65162		LIN FT	1800	5^{00}	9000^{00}
					71680^{00}

08-38
391.62
BEAVER CR. RD.
S 39° 02' 00" E
390.66
PM-75
INSTALL
12" CMP 28
STA 37+80
RD.
'B' 40039+49.17 POT
'B' 40039+19.17 PST
Fill Slope
'B' 40036+...17 PCS
613000
N
30°C.
Δ 53°30'
R. 190.99
T. 96.27
DESIGN SP. 2
LMC 178.
PM-74
393.23
'B'
300' SP
α=1.00
S=4° 30' 00"
3+30
5+08.33
400
20'
25'
45'
20'
53.99 POC
31.20 POT
35
415.0
Cut Slope
℄ Proposed R/W
0+00
BEAVER CREEK RD. BR.
'B'
3° 00' 00" CR
TΔ=36° 30' 30"
L=916.94
E=780.55


INSTALL
12" CMP 2B
STA 37+
PM
15
4
INSTALL
12" CMP 2B
STA 37+80
RD.
2.12
'B' 40039+49.17 POT
'B' 40030+19.17 PST
Fill Slope
613000
'B' 40036+
PCS
5+08.33
'B'
300' Sp
α=4.00
S=4°30'00"
3+30
20'
25'
45'
20'
400
53.99 POC
31.20 POT 35
1,20
+ 415.0
Cut Slope
Proposed R/W
0+00
'B'
3°00'00" CR
TΔ=36°30'30"
L=916.94
T=780.55
BELNEL CREEK RD.
RESERVOIR


402.20
401.60
397.40
395.80
392.00
390.16
391.36
410
400
390
0+00
0.30
200'VC
-2.1
200'VC
-0.80
Profile Grade @ ℄
-2.56
200'VC
Subgrade
Ground Line @ ℄
+00
+00
+00
80'
+20
8+80 =
40039+00
0
1
2
3
4
5
6
7
8


402.20
401.60
397.40
395.80
392.00
390.16
391.36
0+00
0.30
200'VC
-2.1
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Subgrade
-0.80
Profile Grade @ ℄
-2.56
200'VC.
Ground Line @ ℄
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ACCESS ROAD
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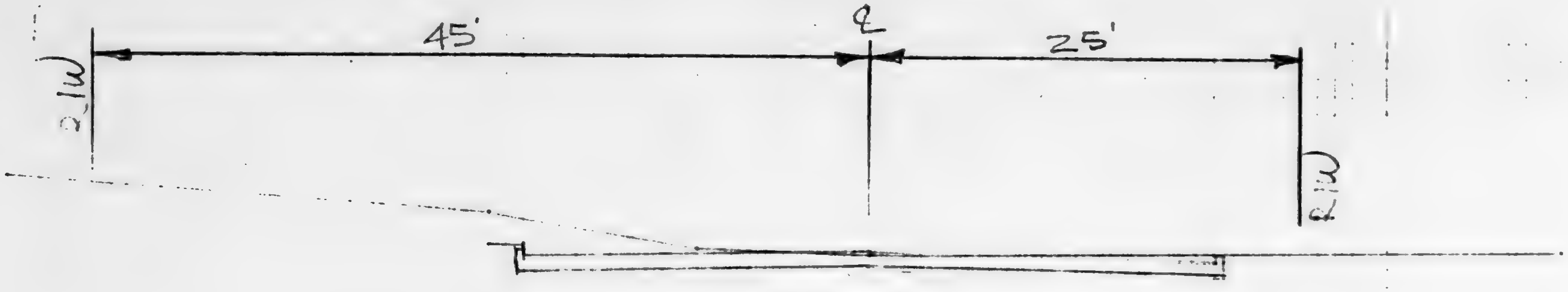

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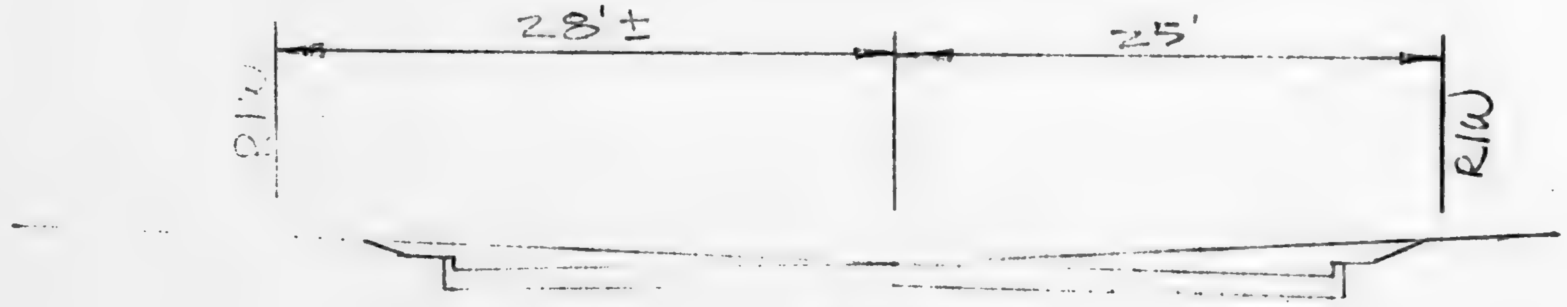

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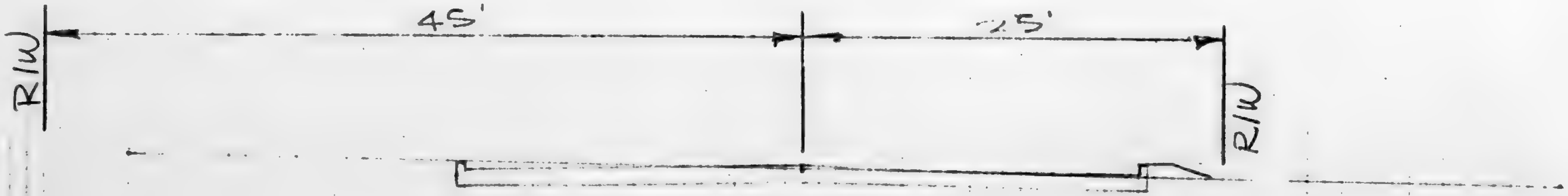

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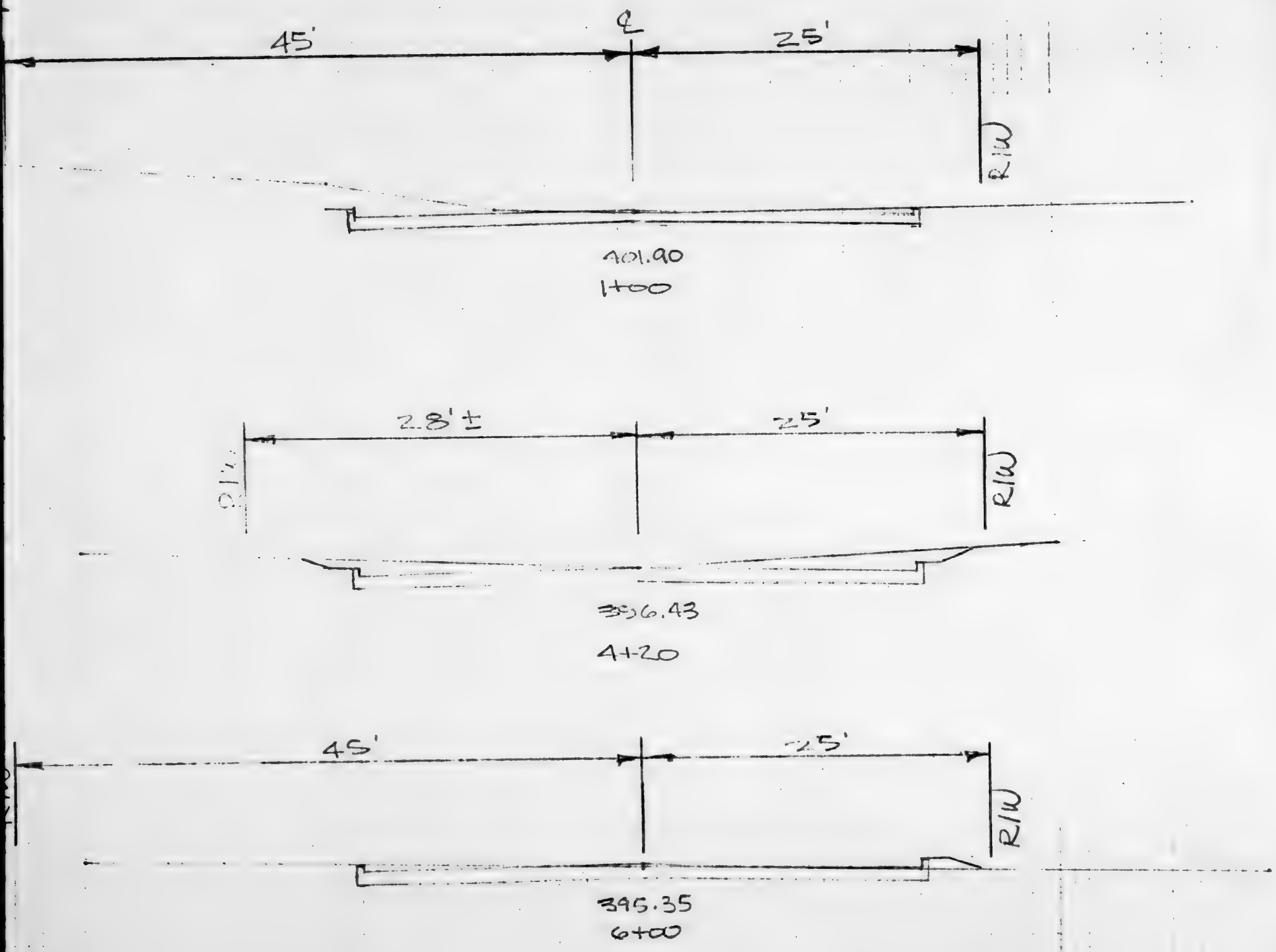
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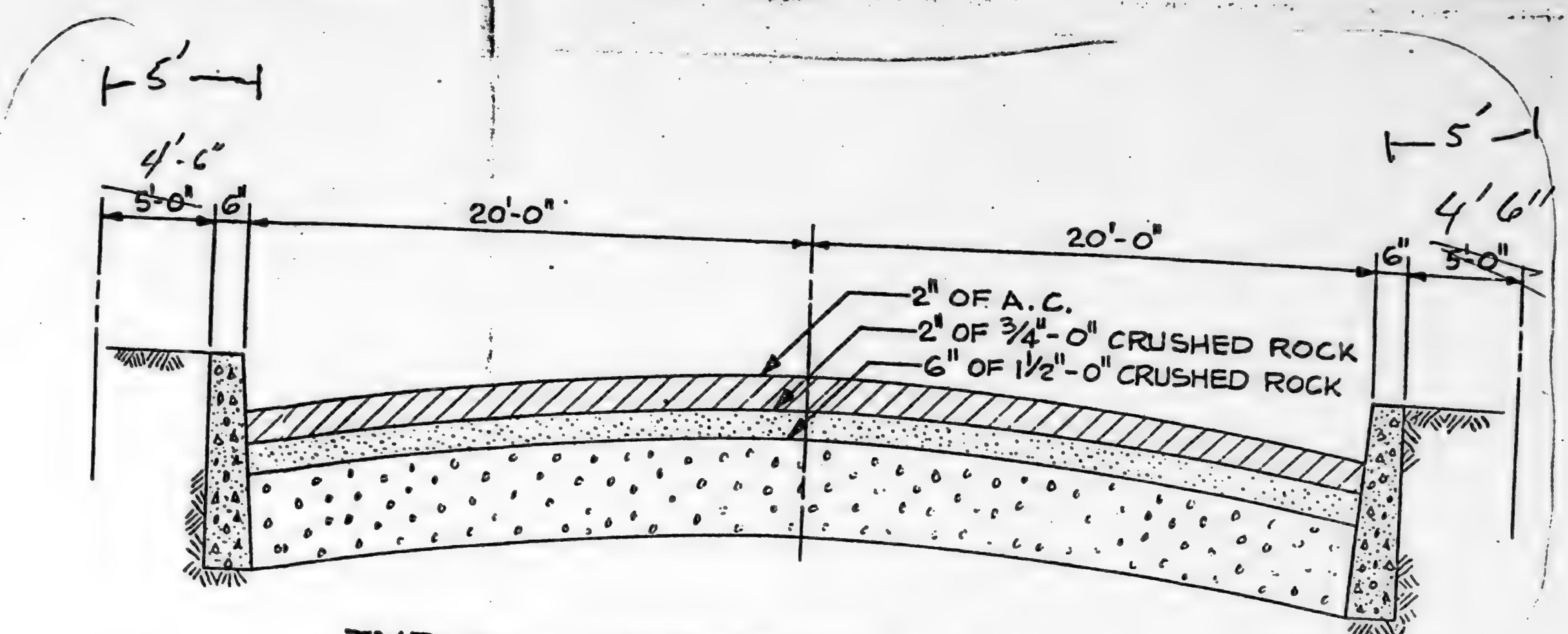
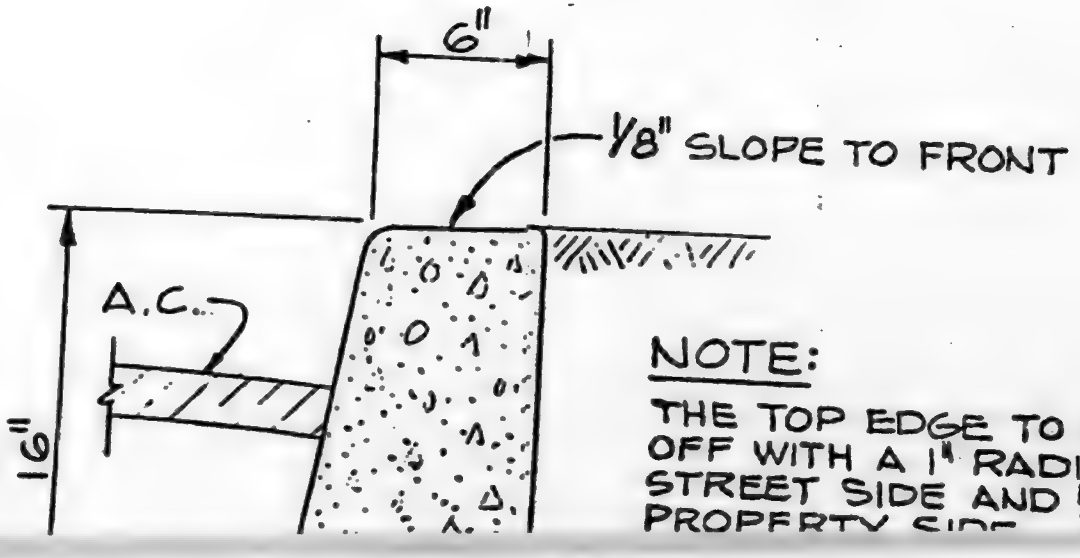

5'
4'-6"
5'-0"
6"
20'-0"
20'-0"
6"
5'-0"
4'6"
5'
2" OF A.C.
2" OF 3/4"-0" CRUSHED ROCK
6" OF 1 1/2"-0" CRUSHED ROCK

TYPICAL CONSTRUCTION SECTION

N.T.S. Beaver Cr. Rd. [illegible] Hwy. South
9-13-[illegible]
Rod Henry: [illegible]
R/W for this typical sect. [illegible]
Access Road [illegible] Rd.


6"
1/8" SLOPE TO FRONT
A.C.
16"

NOTE:

THE TOP EDGE TO BE ROUNDED OFF WITH A 1" RADIUS ON THE STREET SIDE AND 1/4" RADIUS ON PROPERTY SIDE

September 15, 1983

Andrew P. Ositis
Attorney at Law
222 Equitable Center
530 Center St. N. E.
Salem, Oregon 97301

Re: Lilly, et ux. v. Shrake, et al.

Dear Mr. Ositis:

This will confirm our conversation of September 12, 1983, wherein you agreed to defend and hold harmless the Oregon State Department of Transportation for all damages that may result in the above-entitled matter. Please confirm this in writing.

I have reviewed my letter of May 27, 1983, and I represented that there was no indication by Mr. and Mrs. Lilly or Mr. Shrake of any property line dispute. I have been given information since that letter that would indicate the Lillys and Shrake both advised the Highway negotiator of the fence line dispute.

I do not believe this changes your obligations under the warranty deed. If you agree, would you please confirm our understanding in writing within the next ten days.

Very truly yours,

Robert A. Petersen
Assistant Attorney General

jea

B/U ~~9/15/83~~
~~9/26/83~~
~~9/28/83~~
~~10/6/83~~
~~12/1/83~~
~~1/1/84~~
1-10-84

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: FILES

DATE: September 1, 1983

FROM: Don R. Adams, P.E.
Final Design Engineer

SUBJECT: Newell Creek Siltation
Oregon City By Pass

Versteeg
Anderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
SEP 01 1983
ROAD DESIGN SECTION

Do Not File ☐
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Bring Up ____/____/____
Action

On August 26, 1983 the personnel on the attached list from Division of State Lands, Oregon Department of Fish and Wildlife, USDA Soil Conservation Service, Clackamas Community College and the ODOT-Highway Division met on the site of the Oregon City By Pass construction to discuss means of mitigating the siltation of Newell Creek.

The past winter, the Oregon City By Pass suffered from heavy erosion. Natural drainage of the erosion is into Newell Creek. As of August 26, 1983, there was still considerable evidence of siltation of the creek.

The Fish & Wildlife Commission advise that the gravels, silted-in the way Newell Creek is silted, are unusable for spawning fish. They maintain that every season that the stream remains silted causes damage to the salmon runs. They have taken electro-fish counts which indicated anadromous fish in the stream prior to construction and, of course, they have reports from residents that salmon have in the past used the stream. Since the gravels are contaminated, these fish can no longer use this stream to spawn. The Fish Commission require mitigation of the problem.

There were some earlier discussions with the Fish Commission and our project engineering personnel about mitigation for fish passage. A Highway Division installed fish ladder in Newell Creek in the vicinity of Beaver Creek Road was discussed at that time. The fish ladder would allow passage of fish upstream as far as the Clackamas Community College where rearing tanks for salmon smolt are built. The rearing tank and a demonstration stream rehabilitation project have been completed on College property, anticipating the possibility of future salmon runs. For the department's part, we have made some minor adjustments in our drainage plan to accommodate fish passage under our highway, adjacent to Beaver Creek Road.

For the first time on August 26, 1983, as mitigation, the Fish Commission offered a plan using four denil fish ladders. Based on the earlier proposal by the Fish Commission, we had expected a request for only one fish ladder. In the ensuing discussions, the Clackamas Community College representative expressed his earlier intent to use student labor to rebuild existing Newell Creek to allow fish passage. This would require only one of the four fish ladders proposed by the Fish Commission to bridge between our construction and the existing creek as mitigation.

81-125-1387

ALH **A. L. Hansen**

We also discussed the possibility of cleaning gravels in Newell Creek as mitigation. The parameters offered by the Fish Commission were that the creek be totally cleaned and the gravel be cleaned of silt down to a level of 1' - 1 1/2'. The Fish Commission could not define the degree of cleaning required. The depth of gravels cleaning is uncertain. If the gravels were cleaned too deep, the natural ground underlying the gravels would be disturbed, which would stir up more silt. If the cleaning was too thorough, it would eliminate the food available for spawning fish.

Another mitigation possibility considered was the addition of gravels along Newell Creek placed for natural distribution by stream action. Access to Newell Creek is extremely limited to one or two points. It is doubtful this kind of proposal would provide true mitigation in terms of developing true spawning beds where a depth of 1' of gravel is required for spawning. The concept was not well received by the Fish Commission.

We came to no real resolution of the mitigation as a result of the meeting. We simply agreed to study the possible alternatives of cleaning out the creek or installing a fish ladder. The creek cleaning would be a base requirement. The installation of the fish ladder would be an alternative solution.

The Fish Commission is to supply us with their fish counts and their formal proposal for fish ladders. Dave Willhite is to provide a profile grade of Newell Creek in the vicinity of proposed fish ladders.

In all likelihood, the corrections to this probably will not get underway until next summer for either a stream clean-out or installation of a fish ladder. Stream clean-out definitely should not occur until next summer, after this year's winter season.

DRA:mg

cc: Hal Versteeg
George Wills
Don Trout \
Dave Bryson
Dave Wilhite
Al Harwood

MEETING ON REDLAND RD. - BEAVER CREEK RD.
OREGON CITY BY-PASS
AUGUST 26, 1983

NAME	ORGANIZATION	PHONE NO.
Don Adams	OSHD	378-6558
Marge Akers	DSL	378-3059
Bill Parks	DSL	378-3059
Brent O. Forsberg	ODF & W	229-5688
Pat Keeley	ODF & W	657-2041
H. M. Vance	USDA SCS	657-1141
Don Weston	USDA SCS	657-1141
Don Trout	OSHD	378-6558
Dave Bryson	OSHD	378-6569
Merlyn Anderson	OSHD	378-3881
Dave Willhite	OSHD	238-8305
George Wills	OSHD	378-6883
Al Harwood	OSHD	653-3090
Jerry Herman	Clack. Comm. Col.	657-8400 Ext. 351 or 656-0155

****

1983 Park Place-Newell Cr. 9592
Sec. on the Cascade Hwy. South.
(Structures) #5

TO: Oregon Transportation Commission

SUBJECT: Confirmation Report of Action Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority and acting in accordance therewith for the Commission, I approved the following action and report this action for your official records:

> On August 11, 1983, approved a construction stipulations agreement with Jack W. Parker and Rossman's Landfill, Inc., covering the Park Place-Clackamas Community College Section of the Cascade Highway South in Clackamas County. File 51421. (Right of Way Section)

Dated this 30th day of August, 1983

Peter J. Brix

Peter J. Brix, Vice Chairman
Oregon Transportation Commission

APPROVED
STATE HIGHWAY ENGINEER
Date 8-19-83

9572 160

FORM E-30

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Milwaukie, Oregon 97222

DATE August 18, 1983

TO Hal Versteeg
Design Engineer
DOT - Salem

FROM Kenneth Rolfe
Kenneth Rolfe
Regional R/W Supervisor
Milwaukie

SUBJECT File 51421-Parker
Park Place-Clackamas Community College
Cascade Highway
Clackamas County
IX-78(3)

It appears that most of the design problems pertaining to Rossman's Landfill have been resolved. This has been achieved because of the spirit of cooperation exemplified by the Design Section.

I just want to take this opportunity to pass along a compliment to Fred Erickson and Tom Edwards. Jack Parker has appreciated the co-operation and consideration given him by Fred and Tom. Although they may not have agreed with Parker all the time, they gave his ideas and expertise their consideration. Its always a pleasure to work with true professionals that can get a job done.

Fred & tom
very Good J H

KR:kf

1 Versteeg K
Anderson
2 Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
AUG 22 1983
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up / /
Action

7.E.

ROW 12

STATE OF OREGON

INTEROFFICE MEMO

TO: Bob Gormsen, Manager
Commission Services

DATE: August 16, 1983

J B Boyd

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

SUBJECT: Construction Stipulations
File 51421
Park Place-Clackamas Community College Section
Cascade Highway South
Clackamas County

I am transmitting to you one original copy of Construction Stipulations on File 51421. These Construction Stipulations are an agreement between Jack Parker, Rossman's Landfill, Inc. and the State Highway Division. This agreement was approved by Vice Chairman Peter Brix on August 11, 1983. These construction stipulations will allow this project to proceed to contract. We will continue to negotiate on the subject of just compensation to Mr. Parker. The property is presently under condemnation. We will have possession at the time the contractors let.

JBB:jr
attach.

cc: H. S. Coulter
E. S. Hunter
J. H. Versteeg
Ed Hardt
Ken Rolfe

9592

August 17, 1983

Andrew P. Ositis
Attorney at Law
Suite 222, Equitable Center
530 Center St. N. E.
Salem, Oregon 97301

Re: Lilly, et ux. v. Shrake, et al.
(Correspondence of May 27, 1983)

Dear Mr. Ositis:

I had written you on May 27, 1983, regarding the above-entitled matter. I have not received any correspondence from you regarding this matter, and I can only conclude that you are not going to accept the tender.

In the event that you have not had an opportunity to consider my letter, I am enclosing a copy.

If I do not hear from you by September 1, 1983, I intend to file a third-party claim against your client for the costs incurred in defending this matter. I have indicated the basis for this claim in my letter of May 27, 1983.

Very truly,

Robert A. Petersen
Assistant Attorney General

jea
Enclosure

4-2-1

ROW 12

STATE OF OREGON

INTEROFFICE MEMO

TO: Bob Gormsen, Manager
Commission Services

DATE: August 16, 1983

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

JBBoyd

SUBJECT: Construction Stipulations
File 51421
Park Place-Clackamas Community
College Section
Cascade Highway South
Clackamas County

NOTED
H.S.COULTER

I am transmitting to you one original copy of Construction Stipulations on File 51421. These Construction Stipulations are an agreement between Jack Parker, Rossman's Landfill, Inc. and the State Highway Division. This agreement was approved by Vice Chairman Peter Brix on August 11, 1983. These construction stipulations will allow this project to proceed to contract. We will continue to negotiate on the subject of just compensation to Mr. Parker. The property is presently under condemnation. We will have possession at the time the contractors let.

JBB:jr
attach.

cc: H. S. Coulter ✓
E. S. Hunter
J. H. Versteeg
Ed Hardt
Ken Rolfe

RECEIVED
STATE HWY ENGR

AUG 17 '83

REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

CH2M
HILL
engineers
planners
economists
scientists

Versteeg
Andersen
✓ Adams
Macnab
Steudenmeyer
Turpin
Trout
Wakerlig

RECEIVED
AUG 16 1983
ROAD DESIGN
SECTION

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Return To
Bring Up ..../....
Action

August 12, 1983

P12627.A0

Oregon State Highway Division
9002 S.E. McLoughlin Blvd.
Milwaukee, Oregon 97222

Attention: Mr. Ken Rolfe, Right-of-way Agent

Gentlemen:

Subject: Improvements on Rossman's Landfill in conjunction with Oregon City Bypass Construction

CH2M HILL's proposed design of the horizontal landfill gas collection system, in the vicinity of the Oregon City Bypass, is attached. Two sets of drawings are being submitted for your review and, if approved by your designers, incorporated into the State's construction plans.

Our design proposes installation of a buried gas collection pipe parallel to, and just inside, the highway right-of-way line. This line will be laid in a gravel-filled trench that will intersect the State's highway construction in two areas.

First, we are requesting that the 3-inch solid ADS pipe from the gravel-filled trenches beneath the highway embankment be inserted into the landfill's buried 6-inch slotted ADS pipe. A detail illustrates the proposed construction. We are also requesting that the 3-inch slotted ADS drain pipe in the gravel-filled trenches beneath the highway embankment be lengthened to 50-feet each.

Second, we propose to join the lower end of the State's gravel-filled trenches to the landfill trenches. A detail illustrates the proposed construction.

The OSHD plans include positive measures to prevent landfill gas from moving upward through the highway embankment. We believe our proposed gas collection system will minimize the amount of

Portland Office
2020 S.W. Fourth Avenue, 2nd Floor, Portland, Oregon 97201 503/224-9190 TELEX: 360103 CH2M PTL

gas that might escape adjacent to the highway embankment. The combined system will benefit both the State and Rossman's.

Should you have any questions or desire additional information, please call me at (503) 224-9190.

Sincerely,

Michael D. Kennedy, P.E.
Project Manager

cc: Mr. Jack Parker, Rossman's Landfill, Inc.

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION

In Reply Refer to
File No.:

July 20, 1983

Earle Johnson, Assistant Director
Division of State Lands
1445 State Street
Salem Oregon 97310

NOTED
E. S. HUNTER

RE: RF 3764, OSHD
Oregon City By-Pass

A letter to you from the Oregon Department of Fish and Wildlife dated June 2, 1983 relayed concern about erosion problems on the Oregon City By-Pass. Earlier information passed on by your office relayed similar concerns from the Clackamas County Soil and Water Conservation District.

We did have an erosion problem during the winter months of 1982-83. Unusually heavy rainfall and silty loam type soil were the primary reason. Our efforts to control the flow of water and reduce erosion did result in preventing large amounts of silt from entering the local streams. While most of the erosion control features did function properly, a few did not and allowed some sediment to enter the streams.

Their June 2, 1983 letter contained recommendations for Removal Permit No. 3597 covering the project under construction, for the coming season's erosion control work. We generally support their recommendations. In addition to these we have recommended additional erosion control measures to be started immediately. Our recommendations also include the maintenance of erosion control features during the rainy season.

The Department of Fish and Wildlife indicated they feel the Highway Division should accept the responsibility for the Newell Creek sediment and mitigate the lost production. They suggested two options to accomplish this:

1. Providing fish passage to upper Newell Creek where the Environmental Learning Center at Clackamas Community College is planning to hatch and release coho salmon, or

2. Cleaning the existing Newell Creek gravels and/or placement of additional gravels to hasten delayed recovery.

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TECHNICAL SERV
JUL 20 '83
REFER TO
FOR
Info

The Oregon State Highway Division accepts the responsibility for the sediment in Newell Creek. Before mitigation can begin, the problem needs to be more specifically identified and corrective measures agreed upon. Once this has been done, we would be in a position to enter into an agreement with the Oregon Department of Fish and Wildlife to correct the sediment problem.

We would be pleased to have you coordinate a meeting with the parties involved to discuss the sediment problem and possible solutions. We can meet at your convenience.

J.H. Versteeg
Road Design Engineer

Don
Donald L. Trout
Final Project Coordinator

cc: E.S. Hunter, w/attachment
C.T. Keasey, w/attachment
E.L. Hardt, w/attachment

DLT:kg

9592

hand delivered 7-15-83

CH2M
HILL
engineers
planners
economists
scientists

July 14, 1983

P12627.A0

Rossmans Landfill, Inc.
1101 17th Street
Oregon City, Oregon 97045

Attention: Mr. Jack W. Parker,
President

Gentlemen:

On July 8, 1983, Mike Kennedy, of CH2M HILL, and Chuck Kemper, of R.A. Wright Engineering, met with representatives of the Oregon State Highway Division in Milwaukie, Oregon. A copy of the meeting notes is attached.

The purpose of this meeting was to discuss design treatments developed by the Highway Division for slope areas of the landfill. The information was presented on a blue line drawing. A copy of this drawing is attached for your general reference. This letter transmits my comments on the suggested design treatments.

There will be an embankment placed across the north slope of the landfill to reach Park Place. For this area, the state has suggested placement of a 20-mil impermeable membrane between the existing surface of the landfill and the bottom of the embankment. The existing creek will be moved easterly towards the toe of the existing bluff.

I believe the design concept is adequate for this area. My specific comments are:

- The 20-mil impermeable membrane should be laid loose under the roadway embankment so that it does not tear or stretch should settlement occur.
- The creek will be relocated in a ditch. I suggest that this ditch be made as watertight as possible. This will reduce the possibility that offsite surface water might enter the landfill.

PD156.012.1

Portland Office
2020 S.W. Fourth Avenue, 2nd Floor, Portland, Oregon 97201 503/224-9190 TELEX: 360103 CH2M PTL

The roadway construction will require placement of a major earth embankment across the southeast boundary of the landfill. The state has suggested that an impermeable membrane with perforated side laterals for slope drainage be placed beneath the roadway embankment. In addition, the existing surface stream will be relocated closer to the existing bluff and a new leachate collection line will be constructed.

I believe the design concept is adequate for this area. My specific comments are:

- The impermeable membrane should be laid loose on the slope to prohibit tearing or stretching should settlement occur.
- The CMP culvert should be constructed as watertight as possible to minimize the potential for cross-contamination of surface waters and landfill drainage.
- Long sections of pipes (no joints) should be placed where the culvert is near the leachate collector access ports. Again, this will minimize the potential for cross-contamination of surface and landfill water.
- Section B-B illustrates the relationship between the surface water drainage culvert and the leachate collector pipe. I would suggest that as much separation as is feasible be maintained between these two pipes. In addition, I would recommend that the backfill between these two pipes be impermeable clay material to further minimize the potential for cross-contamination of surface water and leachate.
- The two 6" perforated drain lines located up the landfill slope at the edges of the roadway embankment should be solid piped into the leachate collector system access ports. This solid piping should extend up the slope for at least 6 feet.
- The state has indicated construction of leachate collector access ports upstream and downstream of the embankment. I would recommend that these be standard sanitary sewer manholes with watertight

> lids and a minimum sump depth below the leachate collection invert of 4 feet. These structures will allow easier access for cleaning, but more importantly, will provide a location for pumping should that become necessary in the future.

Many of these comments relate to the need to minimize the potential for cross-contamination of surface water and landfill drainage. The DEQ operating permit for Rossmans Landfill prohibits the contamination of surface water by leachate. Careful attention to design details and thorough inspection during construction will be required to meet this objective. In addition, any surface water that infiltrates into the leachate collection system must be pumped and disposed of in the south portion of the landfill. Surface water entering the leachate system will result in higher pumping costs and also deplete the ability of the sourthern portion of the landfill to accept additional quantities of leachate.

The state discussed one issue relating to construction on top of the landfill. Ed Johnsen, a geotechnical engineer with the Highway Division, sketched and explained a concept for removing liquid from beneath the highway embankment on top of the fill. My understanding is that a pair of gravel filled trenches would be constructed parallel to the center line of the roadway embankment, beneath the proposed impermeable barrier on the bottom of the embankment. These trenches would slope towards the low point (approximately Highway Division Sta. 74+00) where a trench perpendicular to the embankment would be constructed. This perpendicular trench would include drains or some other method for collecting the water from beneath the embankment. This liquid would then be conveyed in closed pipes to the perimeter leachate drainage system.

I believe that this design treatment is a viable option for minimizing the potential for escape of liquid from beneath the roadway embankment. It is difficult to predict the volume of liquid that might be collected from beneath the embankment. Therefore, I am concerned that this additional volume of liquid will impact both pumping costs and disposal capacity for the leachate collection system. Considering these potential negative impacts, I still believe it would be wise to incorporate this type of system into the construction.

I would also recommend that the upper end of each trench incorporate a perforated gas collection pipe. This pipe could then be extended to the edges of the right-of-way for connection to the landfill gas collection system. The state has not yet submitted specific design details for this alternative. I would recommend that these be reviewed prior to final approval.

Should you have any questions regarding this information, please call me at 224-9190.

Sincerely,

Mike Kennedy

Michael D. Kennedy, P.E.
Project Manager

CH2M HILL **MEETING NOTES**

SHEET 1 OF

ISSUED DATE: 7-14-83 INITIALS: MOK

SUBJECT: Slope treatment for Rossman's Landfill

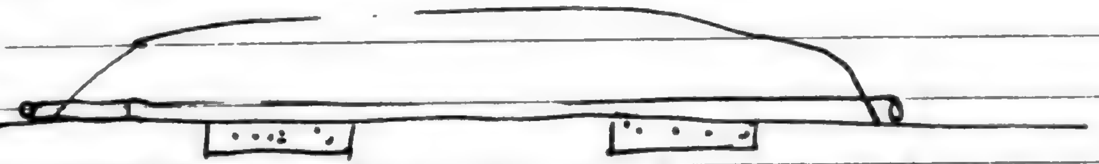
DATE: 7-8-83 LOCATION OSHD @ McLoughlin

ATTENDANCE: Ed Johnson - OSHD
Al OSHD
Fred
Chuck Kemper - R.A.Wright
MOKennedy - CH2M

TOPICS DISCUSSED | ACTION/NOTES

1. Discussed the slope treatment @ Park Place. Membrane on slope, culvert moved out, gas pipe at top left in place but not particularly well protected.

2. Trenches under the embankment along the length of the embankment with transverse pipe at low point for collection.



Concept is to pipe this leachate into the perimeter leachate drain system. MOK Expressed concern about the increased loads on the leachate disposal system.

Estimated flow of 3.3 gpm to leachate collector.

SHEET 2 OF

TOPICS DISCUSSED **ACTION/NOTES**

3. Surface water will drain through 18" CMP at low point. Plan is to replace this pipe after surcharge.

Am

4. Leachate line @ toe of slope on south side will be replaced with new line to south. 60" CMP to carry creek. Would not expect any settlement in swale so pipe will not be at a camber. 0.1 ft settlement expected.

5. Side drains and membrane placed.

6. Parker to deactivate north pump station. Will be on the plans.

7. MDK to check with JW Pre: the lateral drains under ~~fill~~ embankment.

CH2M HILL

MEMORANDUM

TO: Jack Parker, President
Rossman's Landfill, Inc.

FROM: Mike Kennedy

DATE: July 2, 1982

SUBJECT: Review of Oregon City Bypass, Relocation and Construction of Landfill Gas Collection System, by R.A. Wright Engineering, Inc.

PROJECT: P12627.A0

I have briefly reviewed the subject document and offer the following comments for your consideration in your discussions with the Oregon Department of Transportation.

1. In general, the plans and specifications appear sound. However, I have one general concern. The proposal will deactivate 16 existing gas collection wells and replace these with 14 new extraction wells. This will result in a net loss of 2 extraction wells, primarily in the north area of the existing landfill. As you are well aware, the north area is a significant contributor to the odor problem in the area north of the landfill property. This is also the area where we have installed additional gas collection wells to attempt to mitigate this problem.

   My first thought is that perhaps it would be possible to place an impermeable membrane under those portions of the right-of-way located in areas where we have noticed particular concentrations of gas escaping. This would be particularly important under the right-of-way north of "Crossing D" at station 75+75. After construction, there will be very few wells remaining in this area, which has been a particularly troublesome area of the landfill. Perhaps the membrane could be sloped to the south and tied into a buried gas collection pipe that would run along the perimeter of the surcharge filled area.

   If this issue is not addressed now I believe that there is a potential for increased gas and odor escape in the north area due to this proposal. After completion of construction very few alternatives for corrective measures will remain. However, the responsibility for

NOTED
F. ERIKSEN

correcting increased odor will remain with the site operator.

2. We should verify that the proposal is accepted by the Department of Environmental Quality. After their approval, it will have to become part of the approved Operational Plan.

3. The copy of the technical specifications which I have reviewed does not contain any of the bid-related information, such as advertisement for bids, proposal, contract forms, or the Oregon legal sections. I assume that this will be added prior to bidding.

4. It would seem appropriate to add a paragraph in the general requirements which outlines the individuals involved with this project other than the owner, engineer and contractor. I would suggest the addition of a paragraph which indicates that the construction project will occur within the property of Rossman's Sanitary Landfill. This sanitary landfill is one of two major sanitary landfills serving the disposal needs of the metropolitan Portland area. As such, continued operation of the facility is vital. The contractor should be directed to coordinate all work activities which will affect any operation of the sanitary landfill with the sanitary landfill operator.

5. Throughout the general requirements, particularly under Items 1E, Site Environment and 1G, Safety and Convenience, the document refers to "the Owner" not being responsible for certain adverse results from the contractor's activities. I would suggest that you might wish to enter into an agreement with the State Highway Department absolving Rossman's Landfill of any responsibility for adverse impacts from the contractor's activity, either on State Highway right-of-way or Rossman's Landfill property.

6. Item No. 1H, Preservation, Restoration and Cleanup, specifies that well spoils will be disposed in the adjacent landfill. It should be noted that disposal will be accomplished by the contractor at no cost to the Owner or operator of the sanitary landfill.

7. Item No. 1K, Work to be Performed by Others, implies that other contractors will construct the landfill gas

wells and header pipe relocation. This would indicate that these specifications are intended for the contractor removing the existing gas collection system. This is inconsistent when compared with item 2C, Workmanship, which discusses the well drilling equipment.

8. Under item 3C, Workmanship, Drilling, the document specifies that 14 wells will be drilled to depths of 35± 2 feet. I would suggest that the document be rewritten to indicate that the gas collection wells will be drilled to the lowest elevation of solid waste filling, to be determined in the field by the engineer. The document could indicate that this is generally 30 to 40 feet deep.

9. The first full paragraph on page 8 indicates that the contractor shall check the shape of the drilled hole as the drilling progresses, at his own expense. The contractor needs to do more than just check the shape of the hole if it gets out of round. An additional statement should be added to indicate corrective measures necessary, if the shape is not as desired.

10. The next full paragraph on page 8 indicates that a determination will be made by the engineer regarding the ability to drill a gas collection well bore. As an engineer, I believe that I would rather have the contractor tell me when he can no longer operate his equipment and then I would be responsible for relocating the bore hole.

11. I do not see any discussion regarding payment for wells which are partially drilled and encounter an obstruction and are then relocated.

12. On page 9 under section 4C, Workmanship, Removing Piping and Fittings, it indicates that the contractor shall cut extraction well and monitoring well piping 12 inches below existing surface. I would recommend a different statement and method of removal which is discussed later in this memo and also shown on the attached plans.

13. On page 10 under item 5B, Materials, Pipe, I would recommend that pipe installed through the cased road crossings be class 160 PVC as opposed to schedule 40 PVC. This should give extra protection against cracking or deformation should the casing deform under settlement.

14. On page 11 under Pipe and Fittings, it is indicated that reuse of deactivated header piping is allowed. I would suggest that a statement be added indicating that reuse is allowed provided that the pipe is inspected and approved by the engineer. Similarly under the paragraph headed VALVES it is indicated that deactivated well valves shall be reused. Again I would suggest a statement which indicates that deactivated valves may be reused after inspection and approval by the engineer.

15. In the second paragraph under VALVES, it indicates that gaskets will be inserted when flange joints are assembled. I would stipulate that these gaskets be new gaskets.

16. On the bottom of page 11 under Highway Crossing, it indicates that the trench will slope at 3 percent. As shown on the drawing, I would recommend that the minimum slope on the permanent highway crossing be 12 percent. This should eliminate the possibilities of an adverse or flat grade due to settlement after decomposition.

17. On page 12 under Site Restoration, I would suggest that the contractor be required to reseed all areas disturbed during construction.

18. On sheet 1 of 3 I have sketched an alternate method of deactivating existing gas collection wells. I would suggest that this method be used to minimize the potential for gas escaping along the 2-foot stub of pipe which would remain under R.A. Wright's proposed method.

19. On sheet 2 of 3 I have made four suggested changes. In the upper northwesterly corner of the landfill which will be isolated from the remainder of the property by the new right-of-way I would recommend installation of a new well in the location designated 1C. Near the southerly portion of the right-of-way on landfill property, I would recommend the installation of a new well No. 10 where the 4-inch gas collection pipe is shown to terminate on the drawing. I would recommend that well No. 11B be moved approximately 35 feet easterly along the right-of-way line to provide better collection from areas near the east slope of the landfill. Finally, I would suggest consideration be given to installation of a new well No. 5 in the location shown. I imagine that a well is not proposed for this location because it

> will require a third highway crossing. However, I believe that this well should be given serious consideration especially since it is the only corner of the four-way intersection which is not now collected. This well would be particularly important if an impermeable membrane were to be placed below the surcharge fill for the highway.

These comments are intended to summarize my concerns based on a short review. Several of these items are subject to discussion with the designer and are dependent upon the assumptions and decisions made during the design process.

I will be happy to meet with you to discuss these comments at your convenience. I will also be pleased to assist you during your meeting with the Oregon State Highway Division.

- Utility Xing @ east & west.
- Settlement along fill re: surface drainage.
- Trenches under fill?
- Leachate line protection along east side.
- Access (vehicular) to all parts of fill.

8

STATE OF OREGON

INTEROFFICE MEMO

TO: W. E. SCHWARTZ
Asst. State Highway Engineer

DATE: June 10, 1983

FROM: THEODORE A. SPENCE T. A. Spence
Plan and Program Manager

SUBJECT: FUNDING FOR INCREASED COSTS ON OREGON CITY BYPASS

I received a copy of C. T. Keasey's correspondence to you dated June 6 discussing the alternatives for completing the work on the Oregon City Bypass. Keasey noted that Clackamas County officials had voiced no objections or reservations regarding the added work. I wish to emphasize that the funding problem still remains. Clackamas County has indicated that it does not have the interstate transfer funds available to transfer to the project to cover the overrun. Basically, the only funding remaining in the Region belongs to Washington County, City of Portland, and the reserve on the Banfield Transitway project.

Ed Hardt and I are now considering and evaluating the possibility of switching some funding from the Hwy. 217-Sunset project to the Oregon City Bypass, if it is determined there are excess funds available on this project. This effort will take a little while to determine. The bottom line at this time is that the funding has not been identified for the Bypass, but efforts are still underway.

TAS/bd/cp
cc Ed Hardt

RECEIVED
STATE HWY ENGR
JUN 14 '83
REFER TO
Keasey
FOR

Info	Inves	R/D	D/R	Sign	Act	File
✓						

cy
6/16

NOTED
W. E. SCHWARTZ

VICTOR ATIYEH
GOVERNOR

Department of Fish and Wildlife
506 S.W. MILL STREET, P.O. BOX 3503, PORTLAND, OREGON 97208

June 2, 1983

RECEIVED
STATE HWY ENGR
JUN 3 '83
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

Orig to Gilmour
cy to Hardt

Earle Johnson, Assistant Director
Division of State Lands
1440 State Street
Salem, OR 97310

Reference: RF 3764, OSHD

Dear Earle:

The Oregon Department of Fish and Wildlife has completed its review of the referenced project to divert a portion of the upper Newell Creek and pond for Beaver Creek Road construction. This application request is directly related to and an extension of the Oregon City By-pass Project (RP 3597).

Our Department is very disappointed with the construction activities on this project. Last years activities caused severe erosion of disturbed soils and silting of Newell Creek, violating permit turbidity standards. These silted gravels have resulted in lost spawning ability for coho salmon, steelhead and cutthroat trout as well as fish food production for rearing salmonids. Consequently, we wish to make the following recommendations for the coming seasons' work on RP 3579:

1. Straw bales from last year shall be replaced with new bales.
2. These bales shall be periodically checked or maintained for over-topping and another level added if necessary.
3. All drainage ditches (including those across the road surface) shall have straw bales placed in them and maintained.
4. Drainage pipes shall be securely placed to divert water over steep embankments and shall be maintained.
5. All disturbed, raw soils shall be seeded and growing with grasses by seasons' end and periodically maintained.

We believe the stream may eventually recover in several years without manual removal and cleaning of the gravels if the above protective measures are implemented and if the operation is closely supervised to prevent additional silt loads. However, we feel the Highway Department should accept the responsibility for the Newell Creek damages and mitigate the lost production. This may be accomplished by:

1. Providing fish passage to upper Newell Creek where the Environmental Learning Center at Clackamas Community College is planning to hatch and release coho salmon, or

2. cleaning the existing Newell Creek gravels and/or placement of additional gravels to hasten delayed recovery.

We would be willing to attend a coordination meeting with the Highway Department to discuss possible construction designs and alternatives. Working conditions for the stream relocation portion of RF 3764 are attached.

Please be aware that our Department did not favor this highway by-pass alternative initially because of the possible damages to fishery and riparian resources. Our concerns have now been realized and, therefore, we feel justified in asking for remedial actions.

Sincerely,

Brent O. Forsberg

Brent O. Forsberg
Staff Biologist
Environmental Management Section

BOF:tle

Attachment

cc: OSHD
LCDC
DEQ
Gerald Herrman - Environmental Learning Center
CCC
Jay Massey

WATERWAY PERMIT

RESPONSE SHEET

ivision of State Lands
445 State Street
alem, Oregon 97310
78-3059 (permit section)

USCE Permit No.
DSL Permit No. 3764
Waterway Newell Cr
County Clackamas
New X Renewal
Date 6/1/83

ame of Applicant OSHD

. WATER QUALITY CONDITIONS

☒ 1. The turbidity standard for this operation is:
- ☒ a. turbidity increase limited to ~~5 JTU's~~
- ☐ b. ~~no turbidity increase when background is 30 JTU's or less~~; 10% increase above ~~when~~ background ~~more than 30 JTU's~~. as measured 100' below project
- ☐ c. all efforts shall be made to minimize any turbidity increase.

☐ 2. The operation shall be conducted behind a berm/leave strip.

☒ 3. ~~Fill materials~~/waste materials/spoils shall be placed:
- ☒ a. above the bankline (elevation__________)
- ☐ b. above Mean Higher High Water
- ☐ c. behind previously constructed berms
- ☐ d.

☐ 4. Waste waters from the project
- ☐ a. shall not be allowed to re-enter the waterway
- ☐ b. shall be provided adequate settling time
- ☐ c. shall meet conditions of DEQ permit
- ☐ d.

☐ 5. There shall be no removal or filling in the permit area between__________

for the following reasons:__________

☒ 6. There shall be no operation of equipment in the active flowing stream:
- ☒ a. between Sept 10 - July 1
- ☐ b. except to construct or maintain berm, such work to be done only between__________
- ☐ c.

B. OPERATING CONDITIONS

☐ 1. The stream shall not be diverted from the natural bed.

☐ 2. The stream shall not be diverted within its natural bed.

☒ 3. At project's completion, the stream shall be
- ☒ a. placed in a single channel
- ☐ b. returned to the original channel
- ☐ c.

☐ 4. All potholes or removal pits shall be:
- ☐ a. leveled
- ☐ b. connected to the stream
- ☐ c. by (date)__________
- ☐ d. at end of season's work

☐ 5. Material shall not be removed to a depth greater than:
- ☐ a. __________feet above/below ordinary low water
- ☐ b. __________feet above/below the streambed
- ☐ c. the water surface level at time of operation
- ☐ d.

☒ 6. A new channel may be constructed under these conditions:
- ☒ a. there shall be no operation of equipment in the active flowing stream except to connect the newly dug channel into the existing stream
- ☐ b. the new channel shall have a pool-riffle ratio of__________

(continued at top of page)

B. OPERATING CONDITIONS - (continued)
- ☒ c. the new channel shall be completely excavated before diverting the stream flow
- ☐ d. the old channel shall be permanently blocked at upstream/downstream end with impervious material protected by suitable bank protection
- ☐ e. spoils from the excavation of the new channel shall be stockpiled; and after the diversion has been accomplished, the material may be used to fill the abandoned channel.
- ☒ f. Clean river-run gravels shall be placed in the new channel.

C. BANK PROTECTION CONDITIONS

☐ 1. Clean, durable rock riprap from an upland source shall/should be placed on disturbed or damaged streambanks.
- ☐ a. in a manner that does not appreciably increase the upland surface area
- ☐ b. the operation shall not be done between (dates)__________

☒ 2. The area of streambank soil disturbance shall be revegetated. This cover shall include but not be limited to:
- ☒ a. grass/legumes
- ☒ b. shrubs
- ☒ c. trees
- ☐ d.

☐ 3. All riprap shall be placed from above the bankline.

☒ 4. The completed channel ~~revetment~~ shall have a slope no steeper/~~flatter~~ than (specify 2:1, etc.) 2:1

☐ 5. There shall be no operation of equipment in the water except to dig a toe trench.

☐ 6. Streambed gravels may be used to prepare a filter blanket
- ☐ a. if from toe trench excavation
- ☐ b.

☐ 7. No removal of woody vegetation shall occur.

☐ I have discussed the project with the applicant.

☐ Additional comments are added on the back of this sheet.

(X) The culvert shall be placed on a gradient no steeper than 1%.

(X) The culvert shall be bafled for fish passage.

AGENCY ODF&W

BY

9592

– Sec. 160

STATE OF OREGON

Highway - Traffic

INTEROFFICE MEMO

TRA 24-1

TO: Norman Mann
Design Supervisor

DATE: May 31, 1983

FROM: L. E. George
Traffic Engineer

SUBJECT: Signing
Park Place-Clackamas Community College Section
Cascade Highway South
~~Clackamas County~~

Anderson
Adams
Wakerlig

RECEIVED
JUN 08 [illegible]
ROAD DESIGN
SECTION

Do Not File ☐
Return To
Bring Up / /
Action

Attached are two copies of revised Sheet 3 of the above preliminary sign plans.

L E George

L. E. George
Traffic Engineer

ELS:ds
Attachments

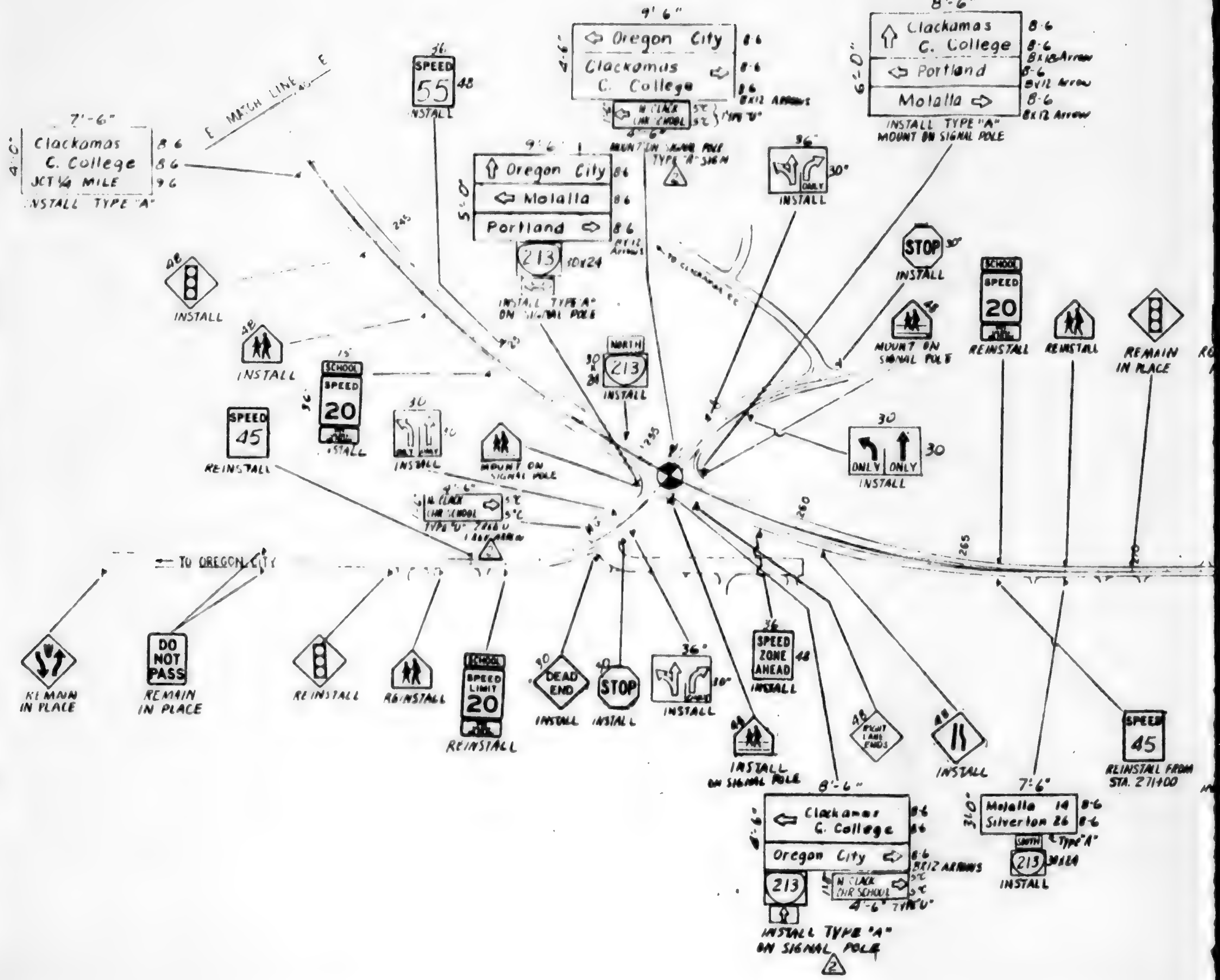
cc: E. L. Hardt
M. D. Payne
R. W. Failmezger - Speed zone cannot be revised until project is completed.

1 kept by Beard

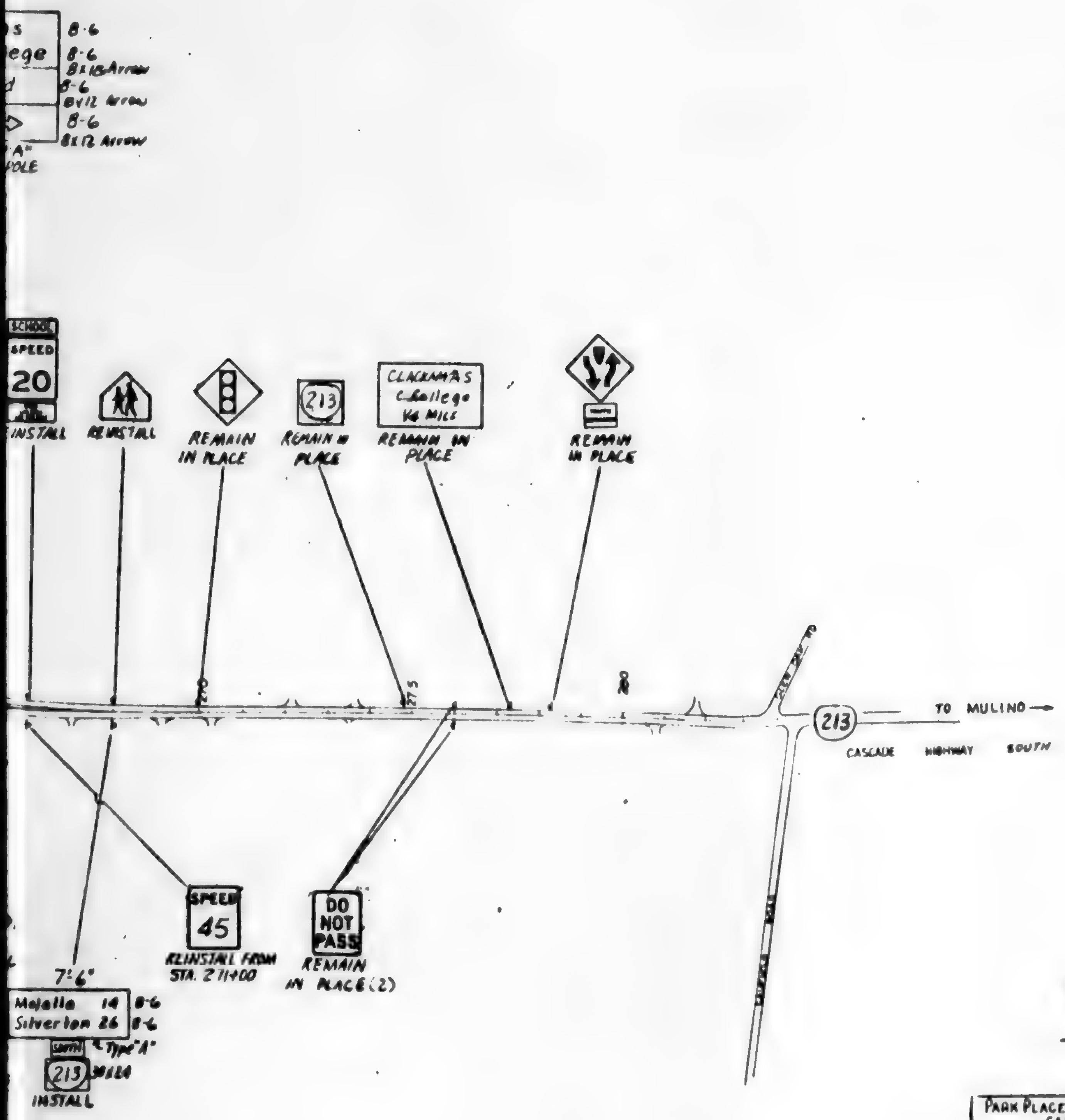
NOTED
W. G. BEARD

81-125-1387

Contains Recycled Materials


E MATCH LINE E
7'-6"
4'-0"
Clackamas 8 6
C. College 8 6
JCT ¼ MILE 9 6
INSTALL TYPE "A"
36
SPEED 55
48
INSTALL
9' 6"
4'-6"
⇦ Oregon City 8·6
Clackamas C. College ⇨ 8·6 8 6
8X12 ARROWS
N CLACK CHR SCHOOL 5"C 5"C
4'-6"
TYPE "U"
MOUNT ON SIGNAL POLE TYPE "A" SIGN
2
9'-6"
5'-0"
⇧ Oregon City 8 6
⇦ Molalla 8 6
Portland ⇨ 8 6
8X12 Arrows
213
10x24
INSTALL TYPE "A" ON SIGNAL POLE
8'-6"
6'-0"
⇧ Clackamas C. College 8·6 8·6
8x18 Arrow
⇦ Portland 8·6
8x12 Arrow
Molalla ⇨ 8·6
8x12 Arrow
INSTALL TYPE "A" MOUNT ON SIGNAL POLE
36"
ONLY
30"
INSTALL
245
48
INSTALL
48
INSTALL
15
SCHOOL SPEED 20
36
INSTALL
SPEED 45
REINSTALL
30
ONLY ONLY
30
INSTALL
MOUNT ON SIGNAL POLE
NORTH 213
30 x 24
INSTALL
255
TO CLACKAMAS C.C.
STOP 30"
INSTALL
48
MOUNT ON SIGNAL POLE
SCHOOL SPEED 20
REINSTALL
REINSTALL
REMAIN IN PLACE
30
ONLY ONLY
30
INSTALL
4'-6"
N CLACK CHR SCHOOL ⇨ 5"C 5"C
TYPE "U"
2
TO OREGON CITY
260
265
270
REMAIN IN PLACE
DO NOT PASS
REMAIN IN PLACE
REINSTALL
REINSTALL
SCHOOL SPEED LIMIT 20
REINSTALL
30
DEAD END
INSTALL
40
STOP
INSTALL
36"
30"
INSTALL
36
SPEED ZONE AHEAD
48
INSTALL
48
INSTALL ON SIGNAL POLE
48
RIGHT LANE ENDS
48
INSTALL
SPEED 45
REINSTALL FROM STA. 271+00
8'-6"
4'-6"
⇦ Clackamas C. College 8·6 8·6
Oregon City ⇨ 8·6
8X12 ARROWS
213
N CLACK CHR SCHOOL ⇨ 5"C 5"C
4'-6" TYPE "U"
INSTALL TYPE "A" ON SIGNAL POLE
2
7'-6"
3'-0"
Molalla 14 8·6
Silverton 26 8·6
Type "A"
SOUTH 213
30x24
INSTALL

Sheet 3 of 3


s
ege
d
B-6
B-6
B x 18 Arrow
B-6
B x 12 Arrow
B-6
B x 12 Arrow
"A"
POLE
SCHOOL
SPEED
20
INSTALL
REINSTALL
REMAIN IN PLACE
213
REMAIN IN PLACE
CLACKAMAS
C. College
½ MILE
REMAIN IN PLACE
REMAIN IN PLACE
270
275
213
TO MULINO →
CASCADE HIGHWAY SOUTH
SPEED
45
REINSTALL FROM STA. 271+00
DO NOT PASS
REMAIN IN PLACE (2)
7'-6"
Molalla 14
Silverton 26
B-6
B-6
SOUTH
"Type "A"
213
INSTALL

William C Parrish
CITY APPROVAL
2/22/83
DATE

SIGNING PROJECT

PARK PLACE ~ CLACKAMAS COMMUNITY COLLEGE SEC.
CASCADE HIGHWAY SOUTH
CLACKAMAS COUNTY

Action	Date	Signature	Title
Submitted	2-8-83		Traffic Control Engr.
Approved	3/9/83		Sign Engineer
"	3/5/83		Traffic Engineer
"			Asst. Hwy. Engr.
Accepted	5/11/83		FHWA

⚠2 ADDED 5/26/83

⚠1 ADDED 3/9/83

May 27, 1983

Andrew P. Ositis
Attorney at Law
Suite 222 Equitable Center
530 Center Street N.E.
Salem, Oregon 97301

Re: Lilly, et ux v. Shrake, et al

Dear Mr. Ositis:

I am in receipt of your answer filed on behalf of Shrake. It would appear to me that the Oregon Department of Transportation's involvement in this case is limited to a parcel of ground that probably contains less than 20 square feet. In any event, it is my understanding that this parcel of ground that is in dispute was purchased from Mr. Shrake as a portion of a larger piece of ground purchased for the widening of a highway.

At the time of the purchase, Mr. Shrake executed a warranty deed wherein, for the consideration of $8,425, he warranted that he had title to the property. There was no indication at the time of the negotiations with Mr. Shrake, or for that matter Mr. and Mrs. Lilly, that the property that is the subject of this lawsuit was in dispute.

Based on the foregoing, we are hereby tendering the defense of the State of Oregon, Department of Transportation, to Mr. Shrake and are requesting that you agree to defend and hold the Oregon State Department of Transportation harmless from any damages that may be assessed in this matter.

In the event this tender is rejected, we intend to seek indemnity from Mr. Shrake for the costs and attorney's fees that will be incurred in this matter, as well as any judgment that might ultimately be rendered. It is obvious that the only relief that Lillys would be entitled to as far as that strip of land in the condemned area would be money damages. Since we have already paid for this property, we do not feel it is proper for us to be required to defend this case.

The Oregon State Department of Transportation would be happy to assist you in your defense of this case as far as providing you right of way maps, contact reports, and any other documents you feel are necessary for defense.

An immediate response to this letter would be appreciated.

Very truly yours,

Robert A. Peterson
Assistant Attorney General

RAP:mj

1572

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No
PRO 6-2

Date: May 25, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: Gary A. Potter, Manager
Program Section

Subject: Program Change
Item No. 71112
Project No. IX-78(3)
Park Place-Clackamas Community College Section
Clackamas County

I request your approval of a program change to increase the estimated total cost and Federal funds on the project to reflect the current estimate for right-of-way as indicated on the enclosed parcel by parcel settlement figure or reviewed appraisal figure.

Approval of this request will involve an increase of $950,000 in total cost and $807,500 in Federal funds with revised financing as follows:

	TEC	FF	%	Appn Code
Present	$ 5,450,000.00	$ 4,632,500.00	85%	---
Previous	4,500,000.00	3,825,000.00	85%	---
Increase	$ 950,000.00	$ 807,500.00	85%	580

Enclosed are copies of a revised project agreement estimate and modification of project agreement reflecting the change requested above.

CL:bks
Enc.
cc: E. Mershon
J. Peterson
G. Zehner
General Files

Form 734-3122

9592 -

160

ROW 12

STATE OF OREGON

INTEROFFICE MEMO

TO: File

DATE: May 20, 1983

J B Boyd

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

SUBJECT: Parker Acquisition
File 51421
Oregon City Bypass
Cascade Highway South

1 Versteeg
Anderson
2 Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
MAY 2 3 1983
ROAD DESIGN SECTION

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The attached list of personnel met on Friday, 13, at 10:00 a.m., to discuss problems relating to the design and construction over the Rossman Landfill. It was agreed that no items of compensation would be discussed and the meeting was specifically to be channeled to solutions of design and construction problems anticipated as the highway is constructed across the Rossman Landfill. Mr. Ken Rolfe was asked to keep notes portraying the rough draft agreement of the problems and solutions arrived at. The problems that we discussed were briefly as follows:

1. Gas well relocation
2. Fencing of highway from landfill
3. Access to maintain slopes and gas system
4. Prevention of ponding adjacent to fill settlements
5. Leachate control systems

Consensus was reached on items generally except for the leachate control system, that item was referred to four people; Mr. Mike Kennedy representing Parker; Chuck Kemper, Ken Rolfe and Al Harwood representing ODOT. Hopefully an engineering solution acceptable to Parker will be arrived at.

It appeared that considerable progress was made relative to the ancillary problems of constructing the highway across the landfill. More will be known as we attempt to sign an agreement with Parker.

JBB:jh

cc: J. H. Versteeg ✓
Ed Hardt
Ken Rolfe

81-125-1387

8

STATE OF OREGON **INTEROFFICE MEMO**

ROAD DESIGN SECTION DES

TO: E. S. Hunter
Assistant State Highway Engineer
Technical Services Branch

DATE: May 19, 1983

FROM: J. H. Versteeg
J. H. Versteeg
Road Design Engineer

SUBJECT: Redesign of Metro Projects in Final Design
Bothmans's letter of April 25, 1983 entitled
"Metro Region Shoe Leather"

> A problem continues with redesign of projects in the Salem Design Section. Two examples are the Oregon City Bypass where the new design calls for a $5 million structure replacing a fill, and the Sunnyside Road which was redesigned requiring additional right-of-way. Both changes were developed in Salem Design without consultation of the Region and therefore a clear understanding of the budget limitations, right-of-way limitations, and other controls which justified the Region's initial actions.

copy #757 1
[illegible]

In response, after considerable review, it appears that the statement "A problem continues with redesign of projects in the Salem Design Section" is misleading in the two examples sited. These projects were not redesigned in the Salem Design Section to any significant degree. If anyone has factual information not available to us, we would be glad to consider it. The following is submitted in support of my contention:

Sunnyside Road

Our analysis of the Sunnyside Road project shows that the field Right of Way Cost Estimate was $70,000. At a later date a more realistic appraisal was made of the right-of-way needed for the project. This cost was $700,000. This increase in the cost of right-of-way was due almost entirely from increased land values, not for increased right-of-way takings.

The costruction costs of this project have been reduced from $1,340,000 to $900,000 due partly to a change in base designs.

Oregon City Bypass

The soil, gas and water investigation of the Rossman Landfill area during the location phase was limited so an engineering analysis of the Rossman Landfill problems was not possible.

cc Bothman
5-20-83

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Since that time, several reports have been written concerning the gas collection system, the Leachate disposal problem, additional soil test holes have been drilled, soil tests have been conducted and a current water table has been established. A major concern has been the long-term and differential settlement which could have serious consequences in the form of distortion of pavement roadway. Maintenance cost estimates are unreliable, but they could be very high on this section of the Oregon City Bypass.

Three alternates were considered for the area across the Rossman Landfill.

1. Regular embankment with a 11-foot surcharge to accelerate compaction of the 35-foot deep garbage in the landfill.
2. Dynamic compaction of the landfill and construction of the embankment.
3. The construction of a structure across the Rossman Landfill area.

After a number of meetings and discussions with representatives from Metro-Region and Team 1, a decision has been made to use the regular embankment alternate with the surcharge method to control future settlements. This decision was made with the knowledge that the structure option was the best based on future road maintenance costs, but was not fundable in transfer funds. The roadway maintenance costs for the selected alternate could be higher and the travelway could eventually become distorted and even require reconstruction of the pavement surface. This decision was made with the participation and approval of Metro-Region, Team 1 and the Technical Services Engineer and his staff.

Attached are copies of Ed Hardt's May 3, 1983 letter concerning the Rossman Landfill and my letter of May 12, 1983 concerning the Sunnyside Road Project.

JHV:rw

Attachments

cc: W. E. Schwartz W/Attach.
Ed Hardt W/Attach.

9592 160

STATE OF OREGON
Highway Division - Traffic

INTEROFFICE MEMO
TRA 23

TO: N. E. Mann
Design Supervisor

DATE: May 18, 1983

FROM: L. E. George
Traffic Engineer

SUBJECT: Signing
Park Place-Clackamas Community
College Section
Clackamas Highway South
Clackamas County

Veistcog
Anderson
/ Adams A
[illegible]
Steudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
MAY 19 1983
ROAD DESIGN
SECTION

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Bring Up /
Action

Attached are two prints of the approved sign study plans for the above-noted project.

This work should be included with the grading, paving, illumination, and signal project scheduled for the first quarter of 1984.

L E George
L. E. George
Traffic Engineer

ELS:kkr

Attachments

cc: (with attachments)

E. L. Hardt
M. Payne

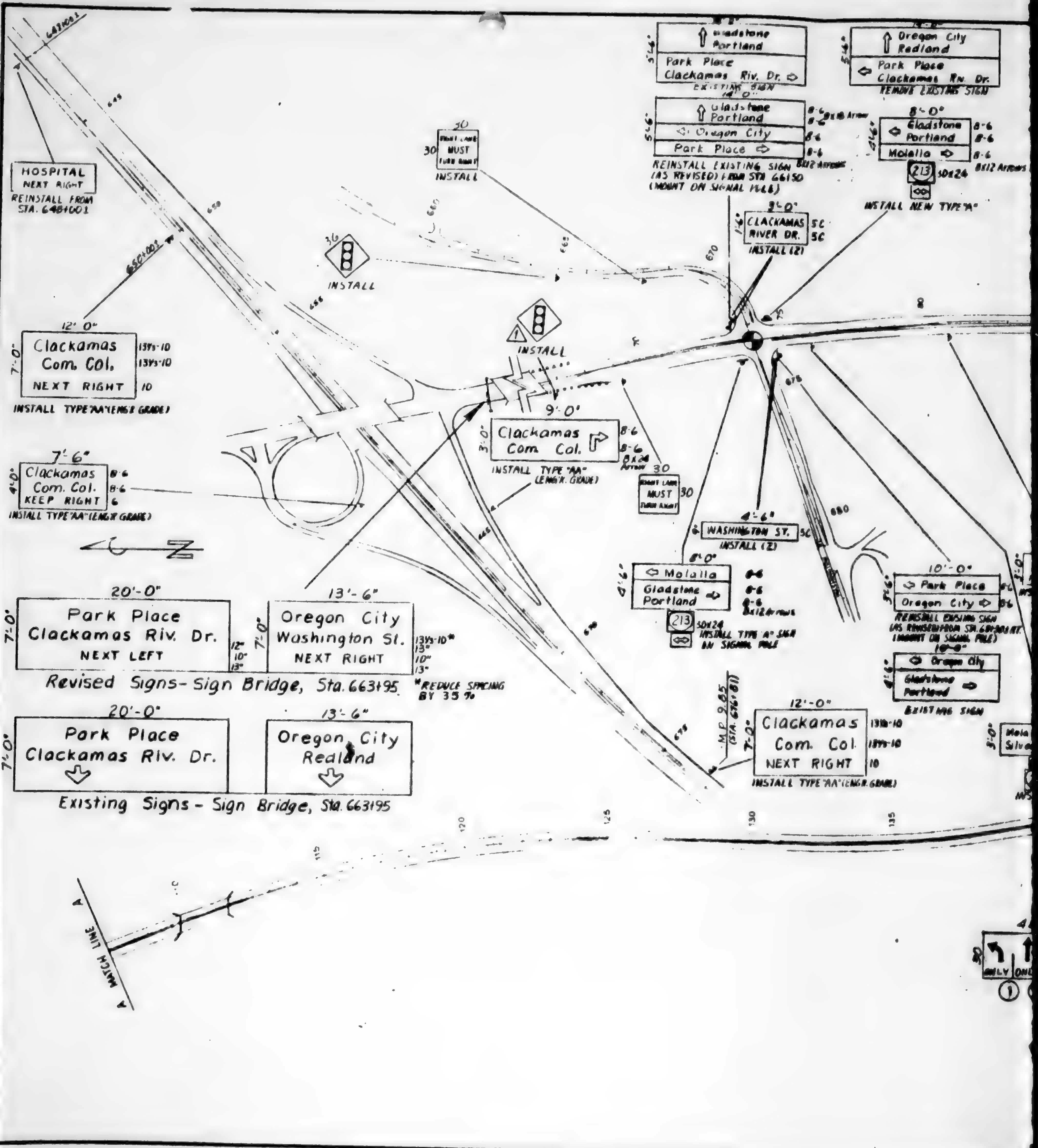
Noted
NEM

1 plan kept

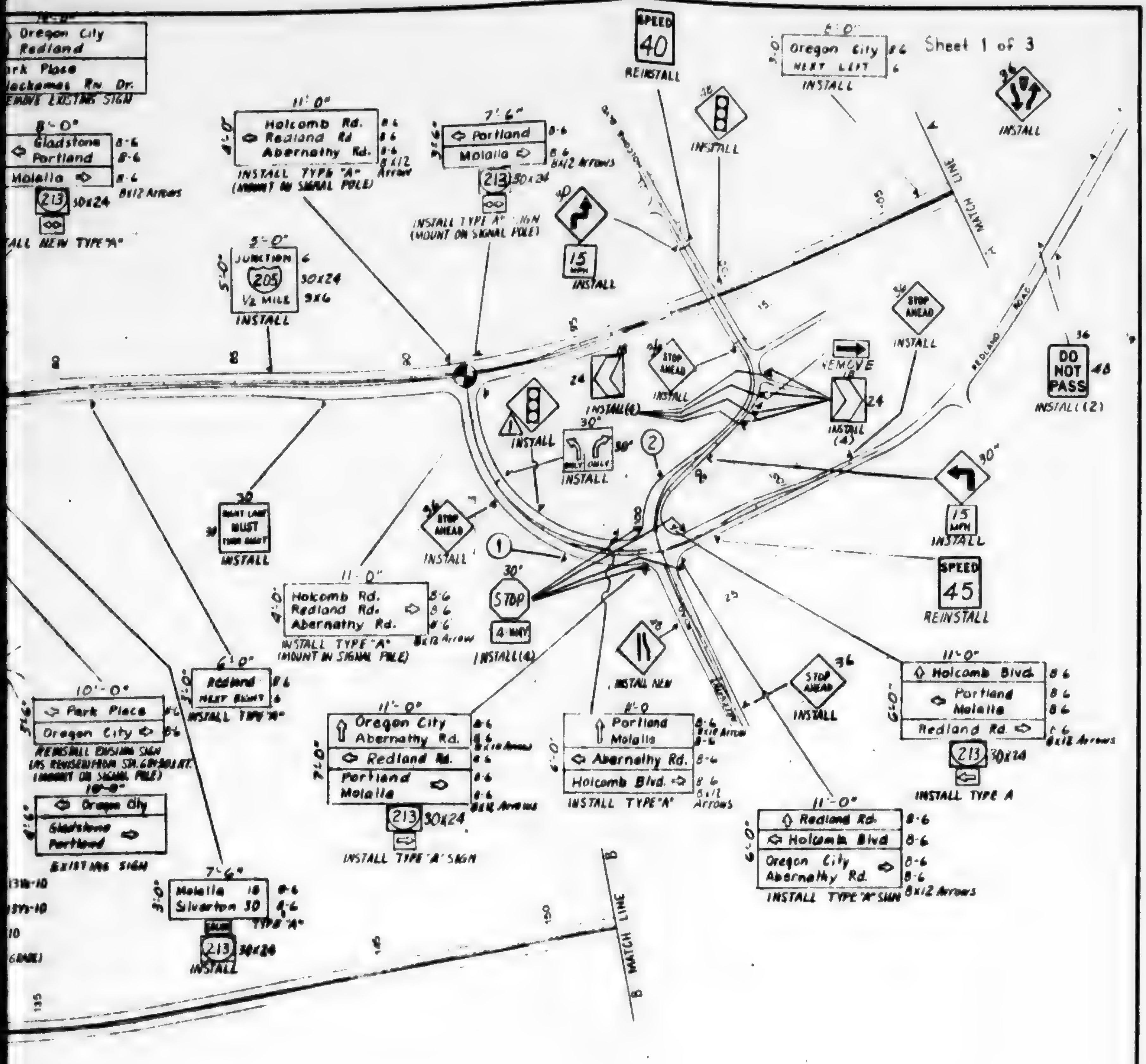
NOTED
W. G. BEARD

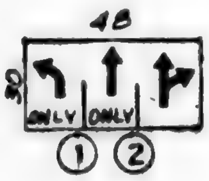
81-125-1387

Contains Recycled Materials


Gladstone
Portland
Park Place
Clackamas Riv. Dr.
EXISTING SIGN
5'-6"
Oregon City
Redland
Park Place
Clackamas Riv. Dr.
REMOVE EXISTING SIGN
14'-0"
Gladstone
Portland
Oregon City
Park Place
5'-6"
8-6
8x18 Arrow
8-6
8-6
8-6
8x12 Arrows
REINSTALL EXISTING SIGN (AS REVISED) FROM STA 66150 (MOUNT ON SIGNAL POLE)
8'-0"
Gladstone
Portland
Molalla
8-6
8-6
8-6
8x12 Arrows
213
30x24
INSTALL NEW TYPE "A"
3'-0"
CLACKAMAS
RIVER DR.
5C
5C
1'-6"
INSTALL (2)
30
RIGHT LANE
MUST
TURN RIGHT
30
INSTALL
HOSPITAL
NEXT RIGHT
REINSTALL FROM STA. 648+00±
648+00±
645
650
650+00±
655
660
665
670
36
INSTALL
1
INSTALL
8
12'-0"
Clackamas
Com. Col.
NEXT RIGHT
7'-0"
13½-10
13½-10
10
INSTALL TYPE "AA" (ENGR. GRADE)
9'-0"
Clackamas
Com. Col.
3'-0"
8-6
8-6
8x24 Arrow
INSTALL TYPE "AA" (ENGR. GRADE)
30
RIGHT LANE
MUST
TURN RIGHT
30
7'-6"
Clackamas
Com. Col.
KEEP RIGHT
4'-0"
8-6
8-6
6
INSTALL TYPE "AA" (ENGR. GRADE)
N
4'-6"
WASHINGTON ST.
5C
INSTALL (2)
680
8'-0"
Molalla
Gladstone
Portland
4'-6"
8-6
8-6
8-6
8x12 Arrows
213
30x24
INSTALL TYPE "A" SIGN ON SIGNAL POLE
10'-0"
Park Place
Oregon City
3'-6"
8-6
8-6
REINSTALL EXISTING SIGN (AS REVISED) FROM STA. 684+00 RT. (MOUNT ON SIGNAL POLE)
10'-0"
Oregon City
Gladstone
Portland
4'-6"
EXISTING SIGN
20'-0"
Park Place
Clackamas Riv. Dr.
NEXT LEFT
7'-0"
12"
10"
13"
13'-6"
Oregon City
Washington St.
NEXT RIGHT
7'-0"
13½-10*
13"
10"
13"
Revised Signs - Sign Bridge, Sta. 663+95
*REDUCE SPACING BY 35%
20'-0"
Park Place
Clackamas Riv. Dr.
7'-0"
13'-6"
Oregon City
Redland
Existing Signs - Sign Bridge, Sta. 663+95
M.P. 9.85
(STA. 676+81)
675
12'-0"
Clackamas
Com. Col
NEXT RIGHT
7'-0"
13½-10
13½-10
10
INSTALL TYPE "AA" (ENGR. GRADE)
3'-0"
Mola
Silve
115
120
125
130
135
A
MATCH LINE
A
ONLY
ONL
1

Sheet 1 of 3


Oregon City
Redland
ark Place
lackamas Rv. Dr.
EMOVE EXISTING SIGN
8'-0"
Gladstone 8-6
Portland 8-6
Molalla 8-6
8x12 Arrows
213 30x24
ALL NEW TYPE "A"
11'-0"
4'-0"
Holcomb Rd. 8-6
Redland Rd 8-6
Abernathy Rd. 8-6
8x12 Arrow
INSTALL TYPE "A"
(MOUNT ON SIGNAL POLE)
7'-6"
3'-6"
Portland 8-6
Molalla 8-6
8x12 Arrows
213 30x24
INSTALL TYPE "A" SIGN
(MOUNT ON SIGNAL POLE)
SPEED 40
REINSTALL
36
INSTALL
30
15 MPH
INSTALL
6'-0"
3'-0"
Oregon City 8-6
NEXT LEFT 6
INSTALL
36
INSTALL
MATCH LINE
5'-0"
5'-0"
JUNCTION 6
205 30x24
1/2 MILE 9x6
INSTALL
REDLAND ROAD
36
STOP AHEAD
INSTALL
REMOVE
24
INSTALL(4)
36
STOP AHEAD
INSTALL
24
INSTALL (4)
36
DO NOT PASS 48
INSTALL (2)
INSTALL
30"
ONLY ONLY 30"
INSTALL
2
30"
15 MPH
INSTALL
30
30
RIGHT LANE MUST TURN RIGHT
INSTALL
36
STOP AHEAD
INSTALL
1
30"
STOP
4-WAY
INSTALL(4)
SPEED 45
REINSTALL
11'-0"
4'-0"
Holcomb Rd. 8-6
Redland Rd. 8-6
Abernathy Rd. 8-6
8x12 Arrow
INSTALL TYPE "A"
(MOUNT ON SIGNAL POLE)
48
INSTALL NEW
36
STOP AHEAD
INSTALL
11'-0"
6'-0"
Holcomb Blvd. 8-6
Portland 8-6
Molalla 8-6
Redland Rd. 8-6
8x12 Arrows
213 30x24
INSTALL TYPE A
6'-0"
3'-0"
Redland 8-6
NEXT RIGHT 6
INSTALL TYPE "A"
10'-0"
3'-6"
Park Place 8-6
Oregon City 8-6
REINSTALL EXISTING SIGN
(AS REVISED FROM STA. 684+00 RT.)
(MOUNT ON SIGNAL POLE)
10'-0"
4'-6"
Oregon City
Gladstone
Portland
EXISTING SIGN
11'-0"
7'-0"
Oregon City 8-6
Abernathy Rd. 8-6
8x12 Arrows
Redland Rd. 8-6
Portland 8-6
Molalla 8-6
8x12 Arrows
213 30x24
INSTALL TYPE "A" SIGN
8'-0"
6'-0"
Portland 8-6
Molalla 8-6
8x12 Arrow
Abernathy Rd. 8-6
Holcomb Blvd. 8-6
8x12 Arrows
INSTALL TYPE "A"
11'-0"
6'-0"
Redland Rd. 8-6
Holcomb Blvd 8-6
Oregon City 8-6
Abernathy Rd. 8-6
8x12 Arrows
INSTALL TYPE "A" SIGN
7'-6"
3'-0"
Molalla 18 8-6
Silverton 30 8-6
TYPE "A"
213 30x24
INSTALL
B MATCH LINE B
130
135


48
30
ONLY ONLY
1 2

William C Parrish
CITY APPROVAL

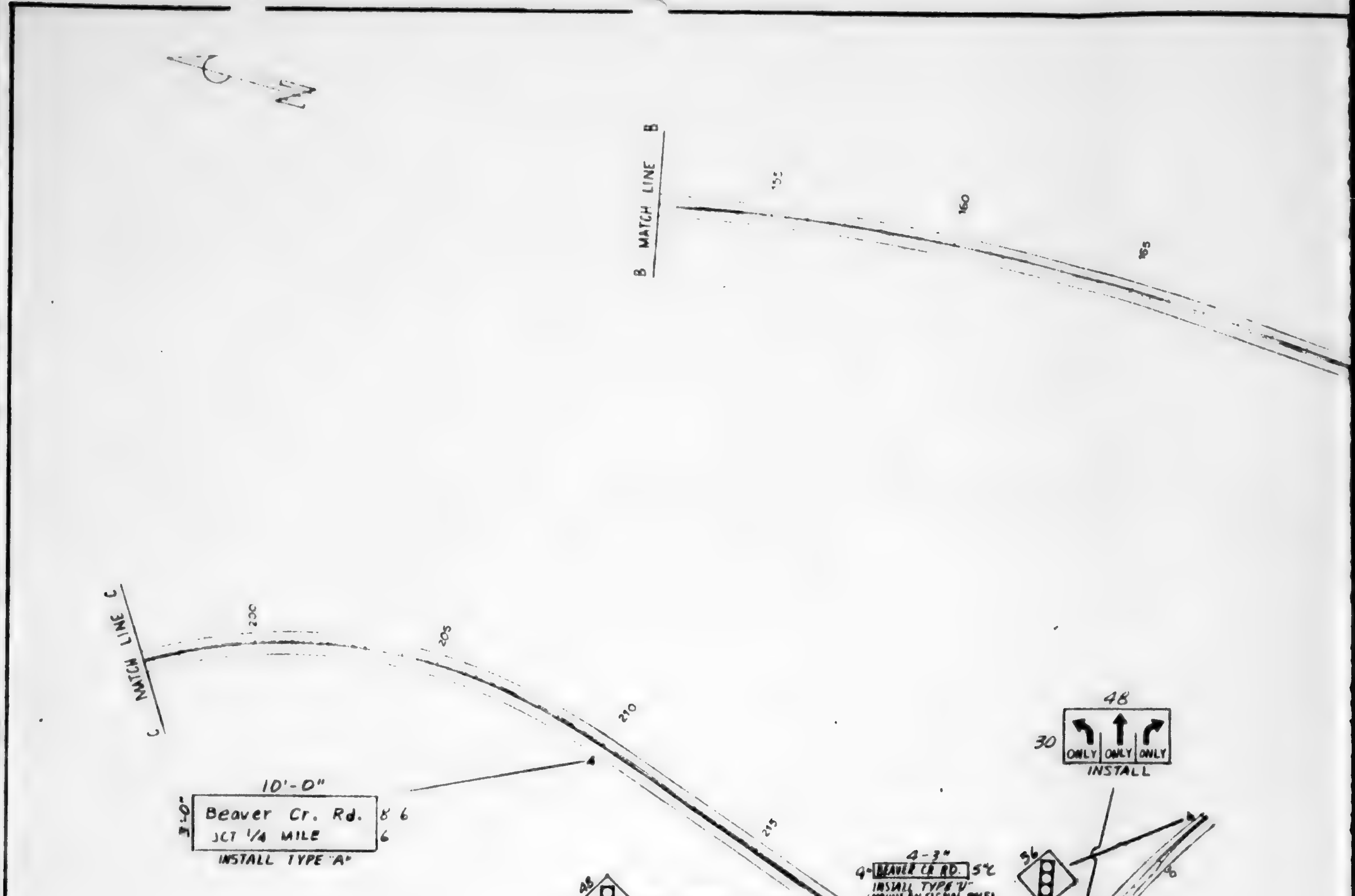
2-27-83
DATE

SIGNING PROJECT

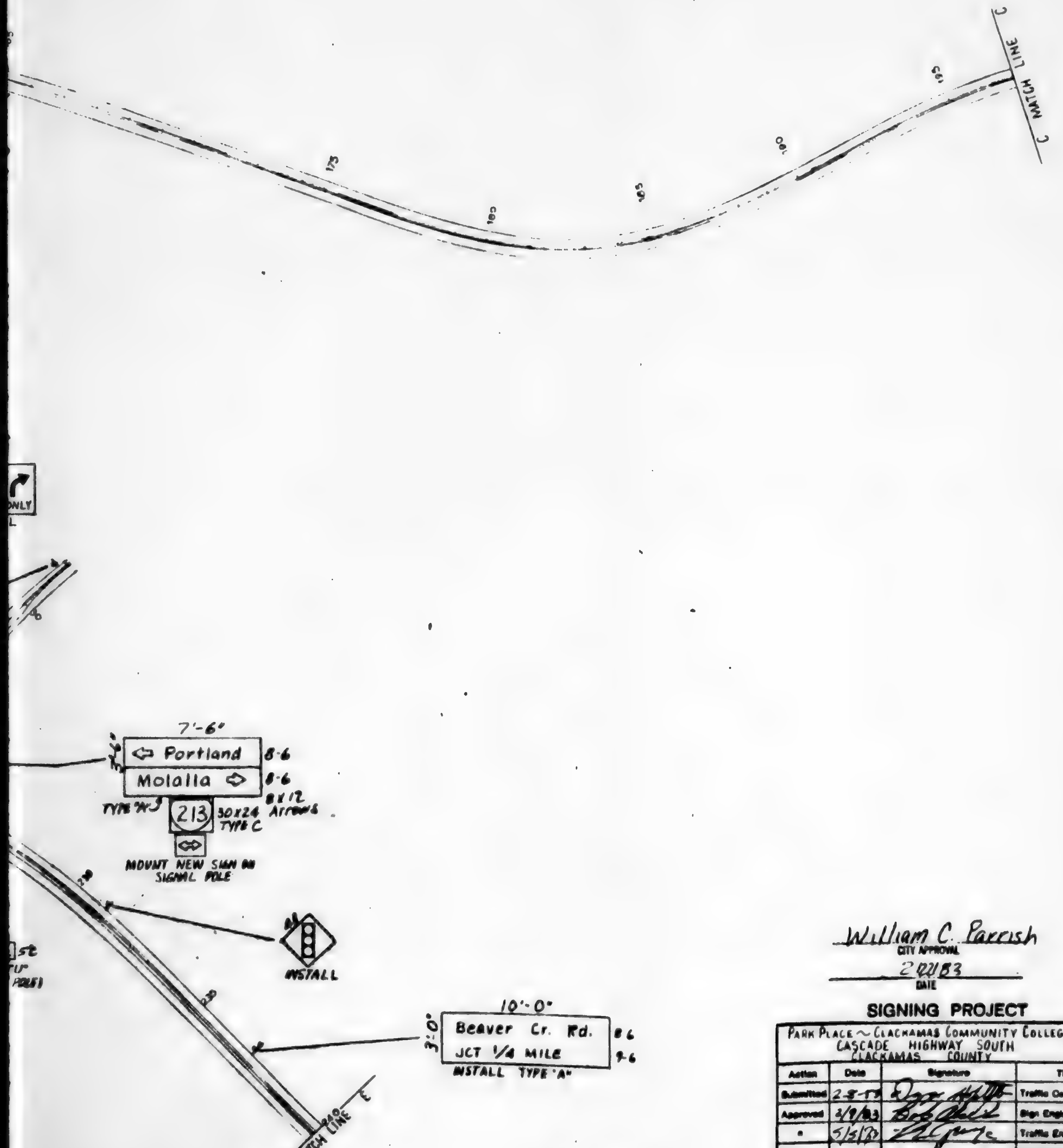
PARK PLACE ~ CLACKAMAS COMMUNITY COLLEGE SEC.
CASCADE HIGHWAY SOUTH
CLACKAMAS COUNTY

Action	Date	Signature	Title
Submitted	2-7-83		Traffic Control Engr.
Approved	2/9/83		Sign Engineer
"	3/9/83		Traffic Engineer
"			Asst. Hwy. Engr.
Accepted	3/11/83		FHWA

△ ADDED 3/9/83


N
B MATCH LINE B
155
160
165
C MATCH LINE C
200
205
210
215
220
10'-0"
3'-0"
Beaver Cr. Rd.
8 6
JCT 1/4 MILE
6
INSTALL TYPE "A"
48
INSTALL
48
30
ONLY
ONLY
ONLY
INSTALL
4-3"
9" BEAVER CR. RD. 5"C
INSTALL TYPE "U"
(MOUNT ON SIGNAL POLE)
36
INSTALL
7'-6"
3'-6"
⇦ Molalla
8·6
Portland ⇨
8·6
8x12 Arrows
TYPE "A"
213
30x24
TYPE "C"
INSTALL
MOUNT ON SIGNAL POLE
BEAVER CR. RD.
20
4'-8"
9" BEAVER CR. RD. 5"C
INSTALL TYPE "U"
(MOUNT ON SIGNAL POLE)
36
INSTALL
7'-
⇦ Port
Molalla
TYPE "A"
213
MOUNT NEW
SIGNAL

Sheet 2 of 3


175
180
185
190
195
MATCH LINE
C
C
ONLY
7'-6"
3'-6"
⇦ Portland
8-6
Molalla ⇨
8-6
TYPE "A"
213
30x24
TYPE C
8x12
Arrows
⇦⇨
MOUNT NEW SIGN ON SIGNAL POLE
INSTALL
5t
POLE)
10'-0"
3'-0"
Beaver Cr. Rd.
8-6
JCT 1/4 MILE
9-6
INSTALL TYPE "A"
MATCH LINE
240
C
C
⚠ ADDED 3/9/83

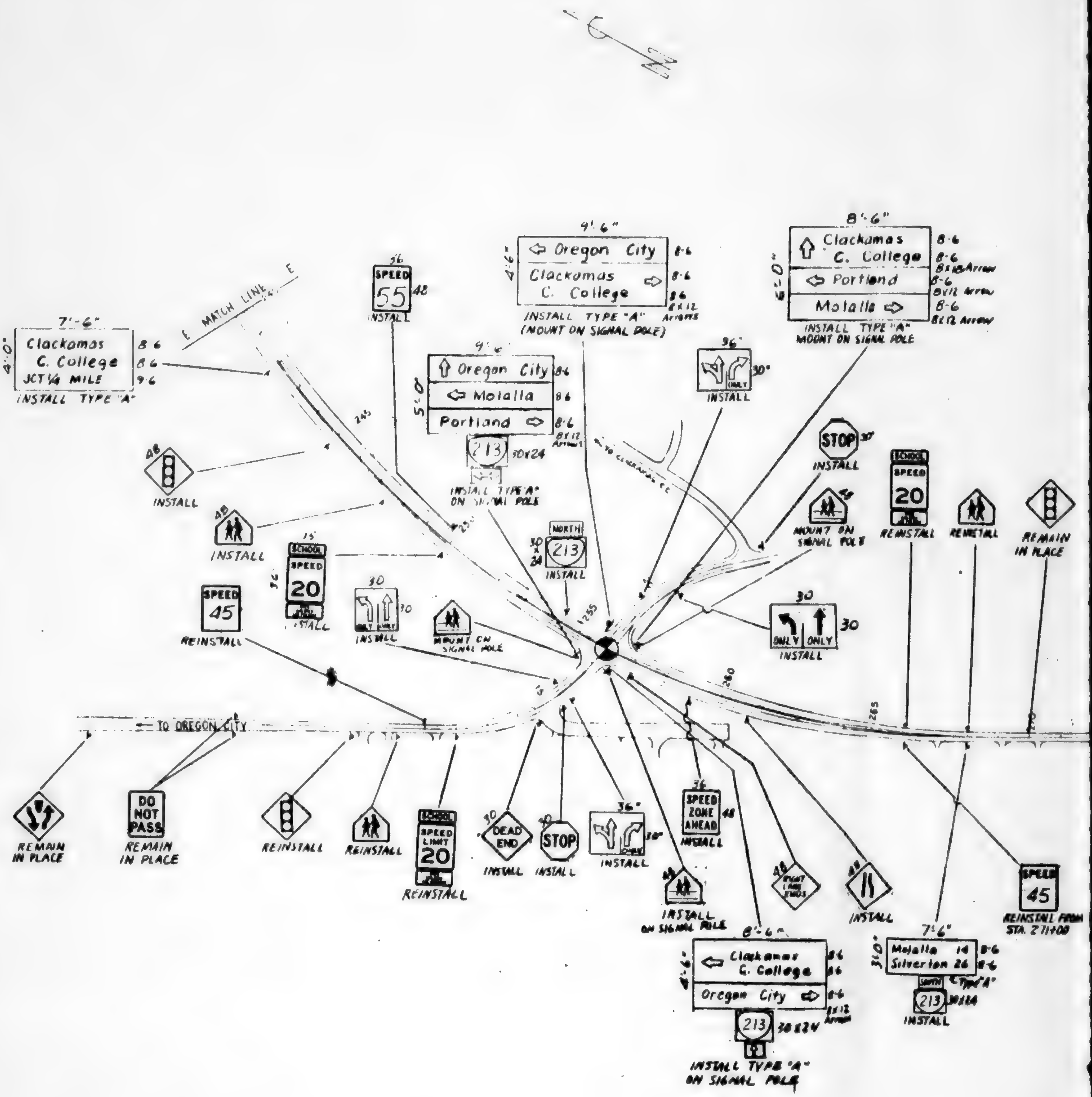
William C. Parrish
CITY APPROVAL

2/22/83
DATE

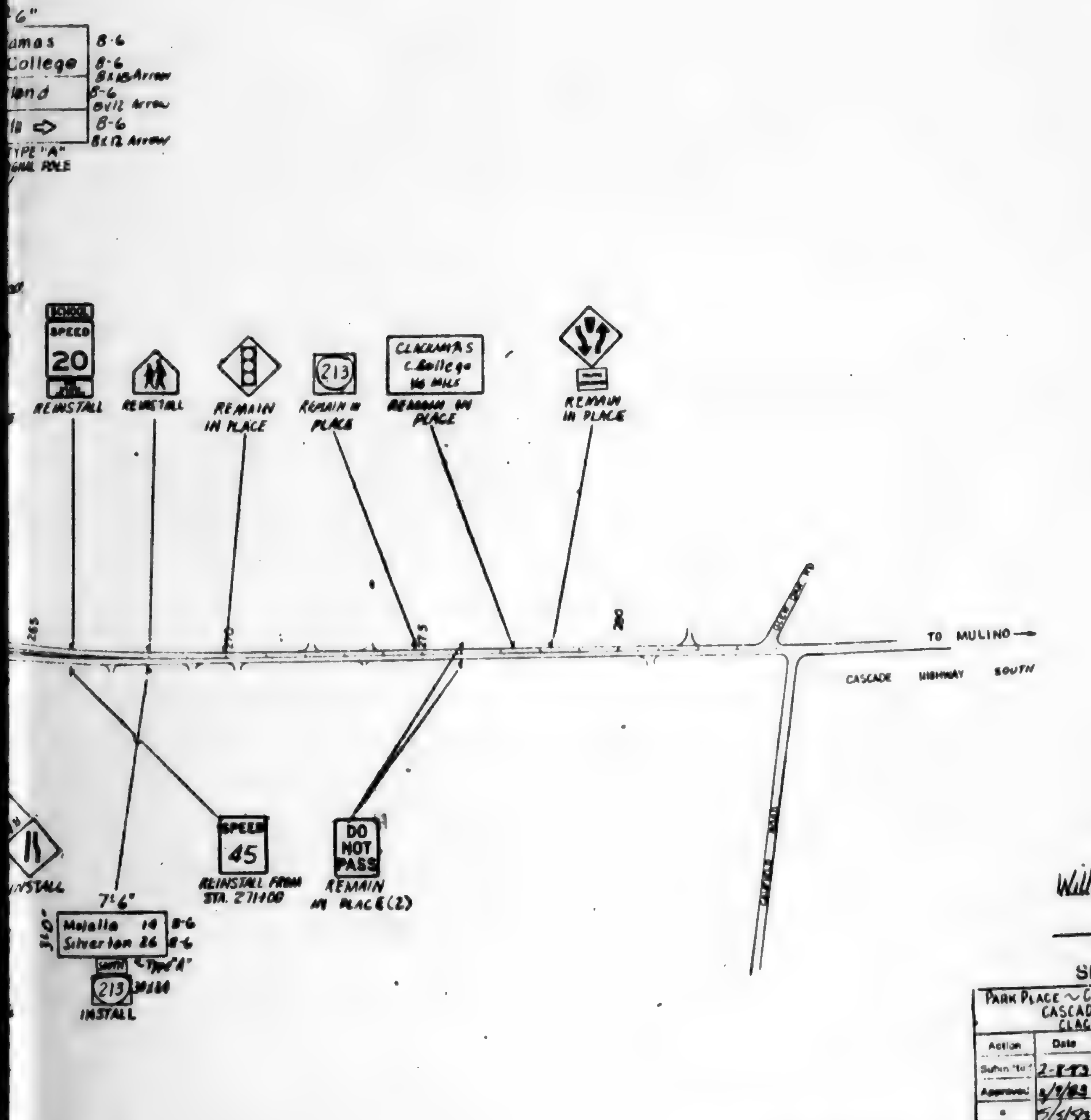
SIGNING PROJECT

PARK PLACE ~ CLACKAMAS COMMUNITY COLLEGE SEC
CASCADE HIGHWAY SOUTH
CLACKAMAS COUNTY

Action	Date	Signature	Title
Submitted	2-8-83		Traffic Control Engr.
Approved	3/9/83		Sign Engineer
"	5/5/83		Traffic Engineer
"			Asst. Hwy. Engr.
Accepted	5/11/83		FHWA


N
E MATCH LINE E
7'-6"
4'-0"
Clackamas
C. College
JCT 1/4 MILE
8-6
8-6
9-6
INSTALL TYPE "A"
56
SPEED
55
48
INSTALL
9'-6"
4'-6"
Oregon City
Clackamas
C. College
8-6
8-6
8-6
8X12 Arrows
INSTALL TYPE "A"
(MOUNT ON SIGNAL POLE)
8'-6"
6'-0"
Clackamas
C. College
Portland
Molalla
8-6
8-6
8X18 Arrow
8-6
8X12 Arrow
8-6
8X12 Arrow
INSTALL TYPE "A"
MOUNT ON SIGNAL POLE
9'-6"
5'-0"
Oregon City
Molalla
Portland
8-6
8-6
8-6
8X12 Arrows
213
30X24
INSTALL TYPE "A"
ON SIGNAL POLE
36"
30"
ONLY
INSTALL
245
TO CLACKAMAS CC
48
INSTALL
STOP
30"
INSTALL
48
INSTALL
48
MOUNT ON SIGNAL POLE
SCHOOL
SPEED
20
REINSTALL
REINSTALL
REMAIN IN PLACE
15
SCHOOL
SPEED
20
36
INSTALL
NORTH
213
30 X 24
INSTALL
255
30
30
ONLY
ONLY
INSTALL
MOUNT ON SIGNAL POLE
30
ONLY
ONLY
30
INSTALL
SPEED
45
REINSTALL
260
265
270
TO OREGON CITY
REMAIN IN PLACE
DO NOT PASS
REMAIN IN PLACE
REINSTALL
REINSTALL
SCHOOL
SPEED LIMIT
20
REINSTALL
30
DEAD END
INSTALL
30
STOP
INSTALL
36"
30"
ONLY
INSTALL
36
SPEED ZONE AHEAD
48
INSTALL
48
INSTALL
ON SIGNAL POLE
48
RIGHT LANE ENDS
48
INSTALL
SPEED
45
REINSTALL FROM STA. 271+00
8'-6"
4'-6"
Clackamas
C. College
Oregon City
8-6
8-6
8-6
8X12 Arrow
213
30X24
INSTALL TYPE "A"
ON SIGNAL POLE
7'-6"
3'-0"
Molalla 14
Silverton 26
8-6
8-6
Type "A"
SOUTH
213
30X24
INSTALL

Sheet 3 of 3


6"
amas
College
land
ll ⇨
8-6
8-6
8x18 Arrow
8-6
8x12 Arrow
8-6
8x12 Arrow
TYPE "A"
GNAL POLE
SCHOOL
SPEED
20
REINSTALL
REINSTALL
REMAIN
IN PLACE
213
REMAIN IN
PLACE
CLACKAMAS
C. College
½ MILE
REMAIN IN
PLACE
REMAIN
IN PLACE
265
270
275
TO MULINO
CASCADE HIGHWAY SOUTH
INSTALL
SPEED
45
REINSTALL FROM
STA. 271+00
DO
NOT
PASS
REMAIN
IN PLACE (2)
7'6"
3'0"
Molalla 14
Silverton 26
8-6
8-6
SOUTH
Type "A"
213
INSTALL

William C. Parrish
CITY APPROVAL
2/22/83
DATE

SIGNING PROJECT

PARK PLACE ~ CLACKAMAS COMMUNITY COLLEGE SEC.
CASCADE HIGHWAY SOUTH
CLACKAMAS COUNTY

Action	Date	Signature	Title
Subm 'to'	2-8-83		Traffic Control Eng'r.
Approved	3/9/83		Sign Engineer
"	5/5/83		Traffic Engineer
"			Asst. Hwy. Eng'r.
Accepted	5/11/83		FHWA

⚠ ADDED 3/9/83

[illegible] Petersen

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CLACKAMAS

PATRICK L. LILLY and
JUDY A. LILLY, husband and
wife,

Plaintiffs,

vs.

RICHARD SHRAKE and STATE
OF OREGON, Department of
Transportation

Defendants.

Case No.82-4-257

ANSWER TO AMENDED
COMPLAINT

COMES NOW defendant RICHARD SHRAKE, and for an ANSWER to the AMENDED COMPLAINT IN EQUITY TO QUIET TITLE of the plaintiffs herein, admits, denies, and alleges as follows:

I.

Admits that the plaintiffs are the owners of real property in Clackamas County, but is without sufficient information to admit the description attached as Exhibit A to plaintiffs' AMENDED COMPLAINT IN EQUITY TO QUIET TITLE and thus denies Exhibit A.

II.

Except as specifically admitted herein, defendant Richard Shrake denies each and every other allegation of plaintiffs' AMENDED COMPLAINT IN EQUITY TO QUIET TITLE and the whole thereof.

WHEREFORE, having fully answered plaintiffs' Amended Complaint herein, defendant Richard Shrake prays for judgment in his favor, whereby plaintiffs take nothing by way of their Amended Complaint and defendant is awarded his costs and disbursements incurred herein.

Andrew P. Ositis

ANDREW P. OSITIS
Attorney for Richard Shrake
Suite 222, Equitable Center
530 Center Street N.E.
Salem, Oregon 97301
Phone: 362-3249 / OSB # 74245

CERTIFICATE OF SERVICE BY MAIL

I, Andrew P. Ositis, hereby certify that I served a true and correct copy of the above ANSWER in the above entitled cause on the plaintiffs herein and the defendant State of Oregon, Department of Transportation, be mailing true and correct copies of said ANSWER to their attorneys of record herein at their office addresses as follows:

Robert A. Peterson
Assistant Attorney General
100 State Office Building
Salem, Oregon 97310

Terrance L. McCauley
Attorney at Law
P.O. Box 370
Estacada, Oregon 97023

Said copies were placed in envelopes addrssed to said attorneys; said envelopes were then sealed and deposited in the United States Post Office at Salem, Oregon on the 18th day of May, 1983, with the correct postage thereon fully paid.

Andrew P. Ositis

ANDREW P. OSITIS

RECEIVED
MAY 19 1983
TRIAL DIVISION, DEPT OF JUSTICE
SALEM, OREGON

.9592

5-11-83

ARCHAEOLOGICAL RECONNAISSANCE OF THE PARK PLACE - CLACKAMAS COMMUNITY COLLEGE (OREGON CITY BYPASS) SECTION OF THE CASCADE HIGHWAY CLACKAMAS COUNTY, OREGON

by Contract between

Oregon Department of Transportation
Highway Division
and
University of Oregon
Oregon State Museum of Anthropology

by
Richard M. Pettigrew
and
Robert U. Bryson
Oregon State Museum of Anthropology
Eugene, Oregon

May 18, 1983

OSMA Survey Report 83-3

RECEIVED
TECHNICAL SERVICE
MAY 31 '83
REFER TO

ARCHAEOLOGICAL RECONNAISSANCE OF THE PARK PLACE-CLACKAMAS COMMUNITY COLLEGE (OREGON CITY BYPASS) SECTION OF THE CASCADE HIGHWAY, CLACKAMAS COUNTY, OREGON

INTRODUCTION

An archaeological survey and subsequent subsurface testing of a proposed highway construction project, the Park Place-Clackamas Community College (Oregon City Bypass) Section of the Cascade Highway, in Clackamas County, Oregon, was conducted pursuant to a contract between the Highway Division of the Oregon State Department of Transportation and the Oregon State Museum of Anthropology (OSMA), University of Oregon. The purpose of the survey was to determine the extent and nature of potential archaeological sites in the project affected area.

Dr. Richard M. Pettigrew, Research Associate and Survey Archaeologist for Highways, OSMA, conducted the background research and fieldwork, and this report was drafted by him and his student assistant, Robert Bryson. Dr. Don E. Dumond, Director of OSMA, is Principal Investigator for the contract with the Highway Division.

Initial survey of the project area (Phase I) was conducted by Dr. Pettigrew and one student assistant on February 28, 1980. During this survey they found a surface scatter of cobble tools located in a garden area which suggested the possibility of an archaeological site preserved in the deposits beneath it. Due to the extensive historic and prehistoric accounts of aboriginal activity in the area in and around Oregon City, subsurface testing of the possible site was proposed by Dr. Pettigrew and approved by the Highway Division on April 23, 1980.

After first gaining permission from individual landowners, subsurface testing (Phase II) was carried out by Dr. Pettigrew with the aid of eight student crew members between June 16 and 19, 1980. Results of this testing, as well as those of the earlier survey, are presented herein.

Surveyed areas included all those which would be impacted by the proposed Oregon City Bypass as indicated by the plans for its construction provided to OSMA by the Highway Division. A detail map of the overall project (scale: 1" = 100') and map of the same scale indicating property owners within the area suggested for Phase II testing were supplied by the Highway Division and utilized during archaeological reconnaissance.

The Oregon Archaeological Survey files of OSMA were searched to provide an overview of the types of archaeological resources which might be expected in the project area. Background information derived from this search included descriptions of sites and surveys previously conducted in the vicinity of the project area. Additional information was gained through an examination of library references including historic and ethnographic accounts of aboriginal resource use in the area. Consultation with Leon Brock, Resident Engineer for the project, was helpful in understanding proposed construction activities, and consultation with individual landowners was helpful in understanding what they or their neighbors had previously found in the project area. We thank them for their contributions.

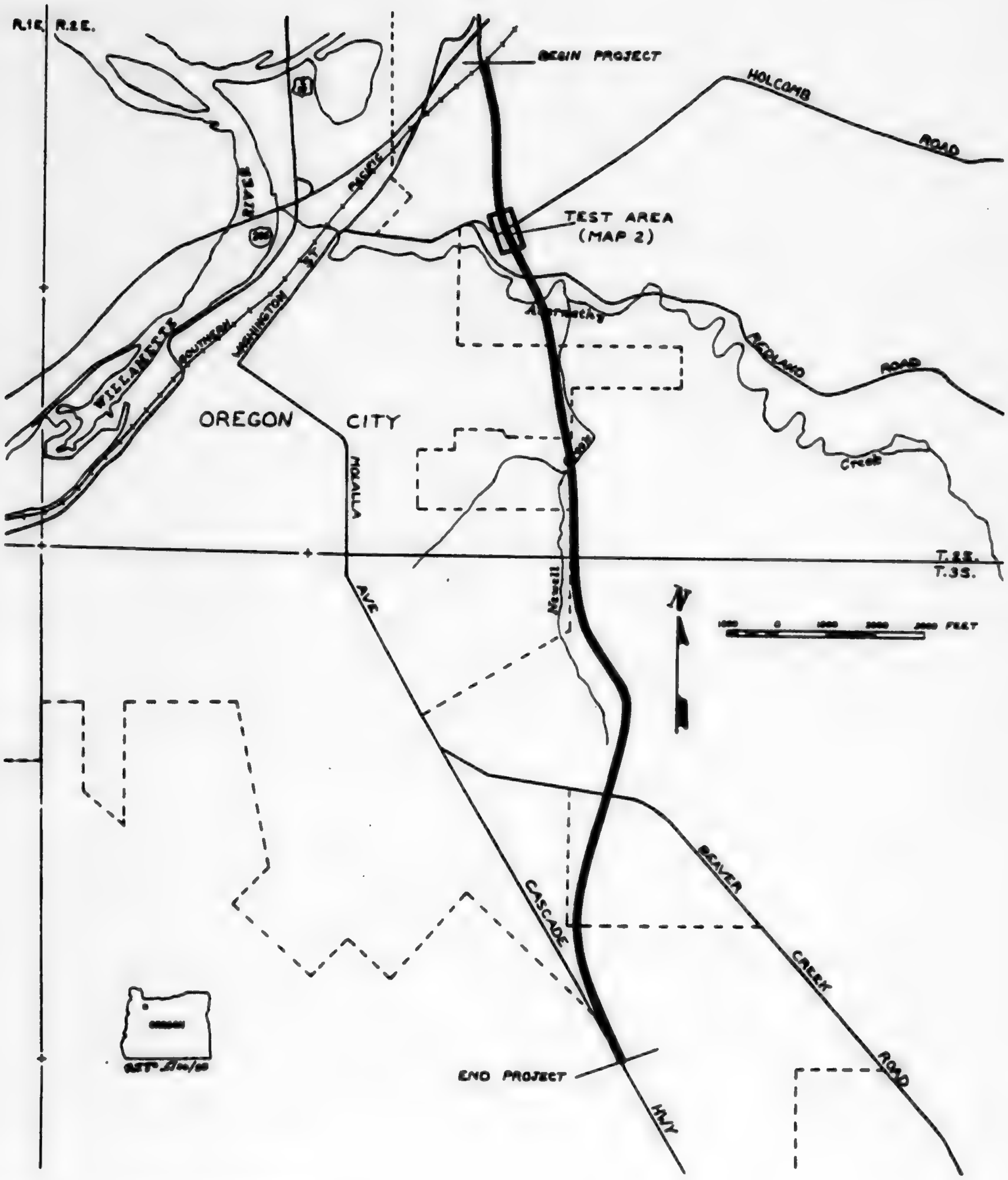
THE PROJECT AREA

The proposed project consists of the construction of the Park Place-Clackamas Community College Section of the Cascade South Highway. This would create a bypass of Oregon City by connecting the Clackamas Highway on the south to the East Portland Freeway (I-205) on the north. The length of the main segment of the project is 21,600 feet with an additional 10,266 feet of road proposed to connect residential streets in the area to the bypass. There was thus a total of 32,566 feet or about 6.1 miles of road construction proposed. Channel changes for Abernethy and Newell creeks with a combined length of approximately 700 feet are also included in plans for the project. See Map 1 for location of the project.

The highway project is to be located in Sections 44, 46 and 58, T2S, R2E, Willamette Meridian, at an elevation varying between 20 and 430 feet above mean sea level. The project is planned to begin near Park Place at Highway Station (Sta.) 66, south of the Southern Pacific railway and East Portland Freeway, about 525 feet from the Clackamas River, and end at nearly sta. 282 where it connects with the Clackamas Highway just southwest of Clackamas Community College.

The project crosses both Abernethy and Newell creeks which combine and feed into the Willamette River to the west. Construction would circle the east edge of Oregon City through hilly terrain containing both rural and residential areas. There is little in the way of exposed rock or soil in the affected area except in a few cases of land in current agricultural or garden use. Land in the project area generally slopes downward from south to north toward the Clackamas River and from east to west toward the Willamette River. Notable is the location of the project north (downstream) of Willamette Falls (as will be shown).

The terrain surrounding the project area can be characterized as an ancient plain that has been dissected by very active streams. The streams, such as the Willamette and Clackamas rivers and Abernethy and Newell creeks, have cut canyons and produced floodplains of widths varying with their size. The landforms in the project area include the relatively low terrace of the Clackamas River near the northern terminus, the deep, steep-walled canyons of Abernethy and Newell creeks,


R.1E.
R.2E.
BEGIN PROJECT
HOLCOMB ROAD
TEST AREA (MAP 2)
RIVER
WILLAMETTE
SOUTHERN
PACIFIC
WASHINGTON ST
Abernethy
REDLAND ROAD
Creek
OREGON CITY
MOLALLA AVE
Newell
T.2S.
T.3S.
N
FEET
CASCADE HWY
BEAVER CREEK ROAD
END PROJECT

Map 1. Project Location.

and the high terrace remnants, the largest of which occupies the southernmost portion of the project area. A small remnant of high terrace also exists between the low riverine terrace mentioned above and the canyon of Abernethy Creek.

The Willamette Valley is generally characterized by broad alluvial flats separated by groups of low hills. The floor of the northern Willamette Valley is underlain with thick, nonmarine sedimentary deposits of Plio-Pleistocene age (Franklin and Dyrness 1973:15-16). Baldwin (1964:40) indicates the presence of what he terms the Troutdale formation south of the Clackamas River near Oregon City. This formation consists largely of sandstone and conglomerate deposited by the Columbia River. Boring lava is described as capping many of the hills in the Oregon City area. Considerable alluvial deposition is thought to have occurred as a result of the last Spokane (Missoula) flood, occurring during the late stages of the Wisconsin glaciation between 10,000 and 15,000 years ago. Glacial retreat led to a large amount of water being collected behind an ice dam located on the Clark Fork River. Ultimately this led to large scale flooding of the Columbia through the Columbia Gorge and into the Portland Basin, with a sizable amount of water passing through the Oregon City gap and making its way into the Willamette Valley. Ice-carried erratics resulting from this flood have been found as far south as Harrisburg and silt deposition from it has been found to a maximum elevation of roughly 400 feet. More recently deposited alluvium is also found in the area adjacent to the confluence of the Clackamas and Willamette rivers, the result of smaller scale flooding.

Periodic flooding of the rivers and creeks in the project area has led to alluvial deposition in the areas within their flood plains. This deposition results from the erosion of upstream deposits, and this process of erosion and subsequent deposition is seen as the major geologic process that would affect archaeological sites in the project area.

Franklin and Dyrness (1973:42) classify the climate of western Oregon as maritime, characterized by:

> "1. mild temperatures with prolonged cloudy periods, muted extremes, and narrow diurnal fluctuations (6°-10° C.);
> 2. wet, mild winters, cool, relatively dry summers, and a long, frost-free season; and
> 3. heavy precipitation . . . 75-85% of which occurs between October 1 and March 31, mostly as rain."

The U.S. Weather Bureau (1965) lists temperatures for Portland, about 25 miles north of the project area, as varying between a July average maximum of 25.8° C. and a January average minimum of 1.4° C., so that freezing temperatures are not commonly reached.

Vegetation in the northern Willamette Valley is abundant, consisting of a combination of both deciduous and coniferous woodland communities of mixed composition. Deciduous trees typical of the region include the Oregon white oak (*Quercus garryana*), big-leaf maple (*Acer macrophyllum*), Oregon ash (*Fraxinus oregona*), black cottonwood (*Populus trichocarpa*), red alder (*Alnus rubra*), and willow (*Salix spp*.). Evergreens include Douglas fir (*Pseudotsuga menziesii*) as a major component, as well as grand fir (*Abies grandis*), western red cedar (*Thuja plicata*), ponderosa pine (*Pinus ponderosa*), and madrone (*Arbutus menziesii*) (Pettigrew 1981). Oregon white oak is often the sole dominant species in the area; however, the other species listed are commonly associated with it. Four major understory communities are recognized: *Corylus cornuta* (hazelnut)/*Polystichum munitum* (swordfern) and *Amelanchier alnifola* (service-berry)/*Symphoricarpos albus* (snowberry) found in the least disturbed areas; *Prunus avium* (mazzard cherry--an introduced species)/*Symphoricarpos albus* (snowberry); and *Rhus diversiloba* (poison oak), the latter the most widespread and tolerant of dry conditions. The poison oak community is related to heavy grazing and may be the consequence of it (Franklin and Dyrness 1973).

As stated previously, the project area contains both rural and residential land use. Grazing has undoubtedly altered the vegetation patterns of the area; however, it is obvious that clearing for urban development is the major factor involved in extant plant communities. Nonetheless, occasional stands of woodlands remain in parts of the project area. Further disturbance is the result of agricultural use of portions of the project area. Although native grasslands occupied extensive areas elsewhere in the Willamette Valley, by as recently as 1853 none of these were present in the Oregon City area (Franklin and Dyrness 1973:120).

As Minor *et al*. (1980:16) note, the most important wildlife utilized by aboriginal populations of the Northwest Coast were the anadromous fishes, notably various species of salmon (*Oncorhynchus spp*.), steelhead (*Salmo gairdneri*), whitefish (*Prosopium williamsoni*), smelt (e.g., *Thaleichtys pacificus*) and lamprey eels (*Lampetra spp*.). A number of strictly freshwater species were also utilized but did not have as great economic importance. Mammals were next in significance and include such animals as elk (*Cervus canadensis*), deer (*Odocoileus spp*.), rabbits and hares (e.g., *Sylvilagus bachmani* and *Lepus californicus*), beaver (*Castor canadensis*), bear (*Ursus spp*.), and others. Freshwater crayfish were extensively collected and utilized as were a variety of ducks and geese. These latter are especially abundant in this area owing to its location along the Pacific Migratory Flyway.

Due to the heavy aboriginal reliance on runs of anadromous fishes, the location of Willamette Falls on the Willamette River just upstream of the project area is perhaps the most important factor related to resource utilization and thus the possibility of archaeological sites. The falls did not totally prevent the upstream movement of salmonid fishes but it would have drastically reduced their numbers upstream and the regularity of their utilization as a food source. It is only logical that riparian environments, particularly those adjacent to the Willamette River and its tributaries immediately downstream from the falls, would have been the most desirable locations for prehistoric occupation, as the falls prevents the passage of large numbers of migratory fish upstream and causes their aggregation below it. Indeed, as will be shown, Willamette Falls and vicinity were of great importance to Indian populations at the time of contact.

ETHNOGRAPHIC BACKGROUND

The general area in which the project is located has drawn much attention from ethnographers due to the fact that Willamette Falls formed the boundary between two linguistically distinct groups of aboriginal cultures (although both are considered to be a part of the larger Northwest Coast culture area). Lands above the falls were occupied primarily by groups of Kalapuyan speaking peoples, most notably the Tualatin (Zenk 1976). Below the falls, the territory was largely inhabited by peoples speaking one of two Chinookan dialects (Upper and Lower Chinook). According to Minor et al. (1980:78):

> At the time of contact, Chinook territory extended along both banks of the Columbia River from about six miles east of The Dalles to the Pacific Ocean, and along the coast from Shoalwater Bay (Washington) south to Tillamook Head (Oregon). Chinookan peoples additionally occupied the Lower Willamette Valley to the present site of Oregon City and east along the Clackamas River to the foothills of the Cascades.

The Clackamas peoples, speaking the Upper Chinook dialect, occupied the east bank of the Willamette River from Oregon City north to very nearly its confluence with the Columbia and east along the Clackamas River to the Cascades (see, for instance, Loy et al. 1976:8). Woodward (1974) describes a wide range of historical accounts of contact with Clackamas peoples as well as a number of historic native sites in close proximity to the project area.

It is generally agreed that most Chinookan peoples, including the Clackamas, had an annual cycle of subsistence activities and that this cycle is reflected in their settlement patterns (see, for instance, Pettigrew 1981; Minor et al. 1980; and Woodward 1974). Although the seasonal round may have centered on the three major salmon runs along the Columbia, Willamette, and their tributaries, at other times of year a great deal of time was devoted to hunting and gathering of other foodstuffs. Thus, semipermanent villages were situated in a linear settlement pattern along these major rivers while scattered temporary camps were probably located in proximity to seasonally available resources or points of trade and social interaction. Woodward (1974) concludes that Clackamas exploitation of resources was probably well established by at least 8,000 years ago, with riverine exploitation increasing after about 3,000 years ago.

The various ethnographic sources all tend to indicate that the project area is quite promising archaeologically, particularly toward its north end near the Clackamas River. It is clear that the rest of the project area could have additional sites of seasonal importance to the prehistoric antecedents of the ethnographically known Clackamas peoples. Both semi-permanent village sites near the north end and temporary camps throughout the rest of the project area may have been preserved.

ARCHAEOLOGICAL BACKGROUND

Unlike the Upper Willamette Valley, there has been relatively little archaeological work undertaken in the area below Willamette Falls. Nonetheless, 14 archaeological sites, all located within a ten mile radius of the project area, are recorded in the Oregon Archaeological Survey files of OSMA. An additional three sites described by Woodward (1974) also fall within the same radius, and he also mentions the discovery and, in some cases, excavation of a large number of Indian burials and habitation sites in the Oregon City area between 1840 and 1920. These latter sites, although not well documented, provide additional evidence in support of the ethnographic sources mentioned above, which indicate that the area was heavily populated prehistorically.

Archaeological coverage of the area remains incomplete. Fourteen surveys conducted within ten miles of the project area are recorded in the Oregon State Historic Preservation Office (SHPO) Site Report File; however, these do not represent comprehensive coverage of potential archaeological resources in the area. An additional survey, not included in the SHPO files, was conducted by Mt. Hood Community College archaeology students, and its findings are reported in Woodward (1974). Despite the number of sites reported in the sources above, only four or five test excavations have been conducted, the most extensive of which were at the Mostul sites described by Woodward (1974:29-170).

In general, the majority of the recorded sites lie in close proximity to either the Clackamas or Willamette rivers; however, several are reported from areas away from these rivers with elevations of over 200 feet above mean sea level. The patterning evident in the reported sites is completely supportive of the conclusions regarding settlement patterns in the area based on exclusively ethnographic evidence; namely, that the larger village sites are located along the main rivers while smaller, presumably seasonal camps are located away from these areas, but often adjacent to year-round water sources such as Abernethy Creek. Thus, a linear settlement pattern is seen for the village sites with a scattered distribution of seasonal camps.

Perhaps the only conclusive analytical work that has been done in the area is that performed by Woodward (1974). His efforts were directed largely at the historic Mostul Village site on the south shore of the Clackamas River about seven miles east of the project area. He also considers a number of prehistoric sites in the area in reaching the conclusion that (1974:26-27):

> . . . in late prehistoric times the western Cascade Mountain slopes north of the Willamette Valley were exploited in a variety of ways. The fishery at Willamette Falls was of great significance once the riverine fishing technology was evolved or diffused into the region. However, nearby in foothill situations, older exploitive patterns of seasonal hunting and nut and berry gathering persisted.

Ronald Kent (1978) has also described archaeological evidence for a major prehistoric salmon fishery at Willamette Falls.

PROCEDURE AND RESULTS

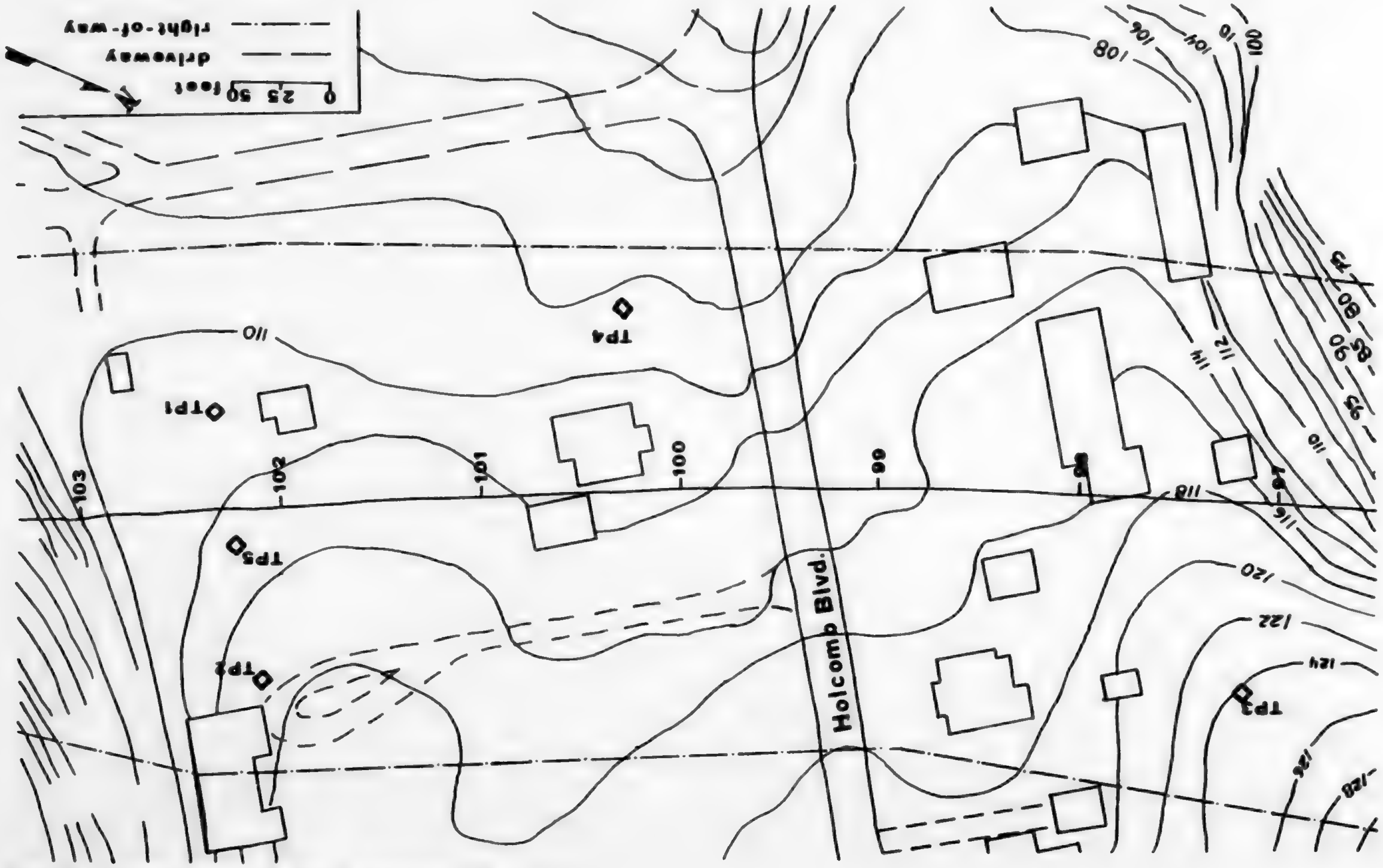
The survey was conducted by examining on foot the large majority of all the area to be affected by the proposed construction, paying close attention to any indicators of the potential for archaeological sites. The area between Highway Stations 146 and 183, in the canyon of Newell Creek, was not walked because the terrain was judged too steep to justify an archaeological survey. The remainder of the project was covered, including the remainder of Newell Creek. All aboriginal cultural debris was recorded. Soils were not readily visible in most parts of the project area; however, limited areas were encountered where soil was exposed due to cultivation.

One possible archaeological site (designated 35CL15) was found in one of these few areas of exposed soil, a garden area, in the northern portion of the project area between Highway Stations 101 and 102+50 on a high terrace just south of Holcomb Boulevard and north of Abernethy Creek (see Plate 1). Three stone artifacts, including two small flaked cobbles and an apparent hammerstone, were found at that location in a rectangular garden area, recently tilled and not covered by vegetation, at the edge of the terrace overlooking a steep slope leading down to a lower terrace above Abernethy Creek. Elevation of the garden area is 110-120 feet above sea level. Since these artifacts were found within the area to be seriously impacted by the proposed construction, it was recommended to the Highway Division that test excavations (Phase II) be undertaken in order to determine if significant cultural deposits were present.

Five two-meter square test pits were excavated during Phase II archaeological reconnaissance of the possible site (see Map 2 for locations of test pits). Each was excavated in 20 cm arbitrary levels to a

Plate 1. Garden Area Where First Evidence of Prehistoric use Was Found, Looking Northeast.

Plate 2. Excavation of Test Pit 1, Looking Northwest.


0 25 50 feet
driveway
right-of-way
Holcomb Blvd.
TP1
TP2
TP3
TP4
TP5
103
102
101
100
99
98
97
108
106
104
100
110
112
114
116
118
120
122
124
126
128
95
90
85
80
75

Map 2. Locations of Test Excavation Units.

depth of 40 cm with deeper 10 cm levels. Test Pit 1 was located in a field just south of a barn on property owned by W. and B. Faulhaber and was continued beyond the 40 cm in two additional 10 cm arbitrary levels to a floor 60 cm below surface. As cultural debris was extremely limited in these lower levels it was decided to sink a soil auger hole into the bottom of the test pit. The auger hole extended to a maximum depth of 185 cm below the surface. Soil removed from each level was sifted through quarter-inch mesh screen for this and the other test pits. Results of this testing (and that for the other test pits) is summarized in Table 1.

Table 1: Inventory of Cultural Debris Found in Test Pits 1-5, by Levels

	LITHICS			HISTORIC				
	CCS	Basalt	Other	Bone	Metal	Glass	Porcelain	Other
0-20 cm	7	46	12	X	X	X	X	X
20-40 cm	3*	5	3**	X	X	X	X	X
40-50 cm	1	1	1	0	X	X	0	0
50-60 cm	0	0	2					
Totals	11	52	18					

*Includes quartz core.

**Includes utilized cobble.

X indicates presence of materials.

Test Pit 2 was located about 6 m west of a house on property owned by P. and H. Georgi and it was also excavated in two additional 10 cm arbitrary levels past the 40 cm level to a floor of 60 cm. An auger hole was also sunk into the floor of Test Pit 2, reaching a depth of 250 cm below the surface. Test Pit 3 was located in the northeast corner of residential property owned by D. LaFarge, while Test Pit 4 was excavated in a field located in the northeast corner of property owned by E. and M. Zandbergen. Test Pits 3 and 4 were excavated to a floor 50 cm below the original surface, each in a single 10 cm arbitrary level below the initial 40 cm floor. Each was further tested with the auger; the hole in Test Pit 3 reached a depth of 270 cm below surface while that in Test Pit 4 encountered impenetrable clay at 102 cm below surface. As auger holes in each of these pits (1-4) produced no cultural debris and the cultural material recovered from the lowest levels of these pits was extremely limited, excavation of Test Pit 5 was terminated at the 40 cm level with no additional soil auger testing. Test Pit 5 was located between Test Pits 1 and 2 in the garden area in which the artifacts recorded during survey were discovered.

The fill in each of the test pits was of a consistent brown clayey silt with no discernible natural stratigraphic breaks. The only exceptional stratigraphic feature in all of the pits was a layer of fill at approximately the 40 cm level which contained considerably larger amounts of charcoal and possibly mottled, burnt soil than did levels excavated above and below it. There was, however, no clear correlation between the occurrence of this heavy charcoal content and the distribution of cultural debris encountered. As Table 1 shows, cultural debris of historic origin (e.g., glass, metal, porcelain, etc.) was encountered to a depth of 40 cm or more in each of the pits with the exception of Test Pit 1, in which historic debris was not found below 20 cm. Test Pit 2 yielded a relatively large amount (30 pieces) of basalt debitage in the 0-20 cm level; however, this was mixed with considerable historic cultural debris and this high frequency was not found in any of the other test pits. On the whole, test excavations yielded only a very limited amount of cultural material, including only two possible artifacts. One of these is a possible core of cryptocrystalline silica material recovered from the 20-40 cm level of Test Pit 4 while the other is an apparently utilized basalt cobble recovered from the 20-40 cm level of Test Pit 1.

In light of the limited amount of aboriginal cultural debris encountered in the test excavations and its mixture with historic Euro-American cultural materials, it appears that the area does not have sufficient archaeological value to justify the expected costs of mitigation. Cultural debris is present; however, its density is too low to allow useful analysis without extensive additional testing. It is clear from present evidence that construction will not cause damage to a significant archaeological deposit.

RECOMMENDATIONS

The preceding discussion leads to the recommendation that no further archaeological work be done in connection with the proposed highway construction project. As stated above, the density of aboriginal cultural debris is not sufficient to justify the costs of the additional work necessary for useful analysis.

Although no special caution or vigilance during construction is recommended at this time, it is quite possible that an archaeological site could be encountered. In the event that archaeological remains are uncovered during construction, the staff of OSMA should be notified of the discovery before the remains are disturbed further. This action will satisfy the requirements of Section 105.13, Standard Specifications for Highway Construction, which stipulates that archaeological remains found during construction be properly recorded or preserved before they are destroyed.

Evidence of an archaeological site in this area may include flakes of chert-like stone, obsidian or basalt created in the manufacture of flaked stone tools; flaked stone tools themselves, such as projectile points ("arrowheads"); cobbles with ground or flaked edges; stone bowls, ground-stone pestles and hammerstones; dense charcoal deposits and fire-cracked rock; dense deposits of bone; and shell deposits. In this area, the finding of objects of this kind may be significant even if they are found in association with historic debris, provided that this historic debris does not post-date the turn of the century. There are numerous Indian villages and camps in the area that are known from historical records so that evidence of both historic and prehistoric aboriginal activity may be significant. Archaeological materials would not be considered significant if they are present in soil deposits containing historic debris of recent origin, such as rubber, plastic, aluminum, round nails, etc.

It is also possible that Indian burials might be encountered in the area. Under Oregon law (Chapter 647, ORS 97.745): "Persons disturbing native Indian graves through inadvertance, including by construction . . . shall at their own expense reinter the human remains under the supervision of the appropriate Indian tribe." Failure to comply is a class A misdemeanor, and an Indian tribe has the right to file a civil action against a violator. It is not usually possible to predict whether burials will occur within a project area due to their often isolated location; however, if a human burial is encountered, it should first be reported to OSMA for determination of possible Indian origin. If it is determined to be a non-Indian burial it should then be immediately reported to the Clackamas County Sheriff. If it is an Indian burial, officials of the Commission on Indian Services will be notified for a determination of the appropriate Indian tribe.

PALEONTOLOGICAL LOCALITIES

There are no fossil localities recorded in the Paleontological Localities file of the University of Oregon's Condon Museum of Geology which are located within ten miles of the project area. Due to the alluvial nature of a large part of the deposits within the project area it is difficult to determine the likelihood of fossils being encountered during construction. If fossilized bones, or any other fossils, are uncovered during construction, they should be sent to the Department of Geology, University of Oregon, for identification and recording. Collection data (a description of the location and deposits) should accompany any specimens recovered to aid in interpretation. If concentrations of bone (over ten bones per cubic foot or several large bones) are found, further construction should be delayed until OSMA has been contacted for further instructions.

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1976 Contributions to Tualatin Ethnography: Subsistence and Ethnobiology. M.A. Thesis, Department of Anthropology, Portland State University. Portland.

7:/2

STATE OF OREGON INTEROFFICE MEMO

TO: Tony Viducich, Title Attorney
Highway Division

DATE: May 12, 1983

FROM: Robert A. Petersen, Assistant Attorney General
Trial Division

SUBJECT: Lilly v. Shrake
File No. L-8241

I have reviewed the attachments that you sent over and I would like to have the negotiation record from the Highway files.

McCauley has finally answered my earlier inquiries regarding this file, and is now demanding that I file an answer within the next five days. It only took him two and one-half months to respond to my letter.

The deeds recite the consideration that was paid for Lilly's property and for Shrake's property. I would appreciate it if you could send me a breakdown on the price that was paid per square foot for the land. A cursory review of the right of way map would indicate that Shrakes made a better deal than the Lillys did, and perhaps that was one of the reasons for the lawsuit.

Bob

jea

NOTED 5-16-83
A. J. VIDUCICH Requested info. attached
Tony

AY DIVISION

File 51485

Sta 67+10 to Sta 268+50

PATRICK L. and JUDY A. LILLY

Mail address 19739 S. Molalla Avenue, Oregon City, Ore. 97045 Phone No 656-0740

Phone No.

Address P.O. Box 370, Estacada, Ore. 97023

Attorney Terrance L. McCauley

OPTION EXPIRES 4/14/82

Possession upon acceptance

Purpose of purchase R/W

Location of property Park Place-Clackamas Community College section of Cascade Highway in Clackamas County.

Street address or Sec. T.R. 19739 S. Molalla Avenue

How does taking affect remaining property? minor reduction in size
(Give details regarding dividing of tract, if appropriate)

Nature of property taken landscaped front yard.
(Give details regarding nature, cultivation, improvements and use of property taken.)

Basis of settlement: (Give acreage basis, together with special items allowed for, and statement of any extra items to be done or furnished by State in addition to payment of compensation. Continue on back of sheet if necessary.)

LAND:	Residential - 0.08 Ac. @ $22,6870/Ac.	=	$ 1,815 ✓
IMPROVEMENTS:	Landscaping - grass, shrubs & barkdust	=	950
	Fencing: 26' vinyl coated cyclone	=	215
	132' electric fence	=	145
	Asphalt - 260 s.f. @ $1.15+/sf	=	300
DAMAGES:	To cyclone fence	=	75
	Total	=	$ 3,500 ✓

Exhibit B:	L267+15	West (right)*	35'	16'	State

ft should read right.

Oregon Micro-Imaging, Inc.

1790 West 11th Avenue
Eugene, Oregon 97402
☎ (503) 687-9585
FAX (503) 687-0304

RETAKE

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IMPROVEMENTS:	Landscaping - grass, shrubs & barkdust	=	950
	Fencing: 26' vinyl coated cyclone	=	215
	132' electric fence	=	145
	Asphalt - 260 s.f. @ $1.15+/sf	=	300
DAMAGES:	To cyclone fence	=	75
	Total	=	$ 3,500 ✓

Exhibit B: L267+15 West (right)* 35' 16' State

*option incorrect - left should read right.

APPROVED Ed Hardt, Reg. Engr.

Exhibit H-Possession

(Exhibits B & H are attached and mentioned on 1st page but are unsigned).

Withholding $ -- for ☐ Improved ☒ Unimp

Relocation 3617 forwarded on 3/26/81 Replacement Housing, $ Rent Supplem

☐ Required Displacement $

Review Appraisal $ 2450

Appraisals $ 2390 By Drabinski By Lou Schwab Review Appraiser

Staff & $

Fee $

☐ Access not cont

☐ Entire taking ☐ Complete restriction of access ☒ Access controlled

Non-Participating $ —

Job Prefix 103-2529 Participating $ 3500

(... ure to support settlement)

Address

Attorney Terrance L. McCauley

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$

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☐ Access not cont

☐ Entire taking ☐ Complete restriction of access ☒ Access controlled

Participating $ 3500 Non-Participating $ —

Job Prefix 103-2529

General remarks (Give such general explanation as you desire to support settlement)

Settlement recommended:

Right of Way Supervisior Date 1-21-82

Right of Way Manager Date

Authorized by Transportation Commission Date

Signed John E. Baker
Right of Way Agent
John E. Baker

Dated 1/20/82

FORM 734-3042 (Rev. 7-78)

Oregon Micro-Imaging, Inc.
1790 West 11th Avenue
Eugene, Oregon 97402
☎ (503) 687-9585
FAX (503) 687-0304

END

OF

RETAKE

RTY BEFORE THE TAKING B Y MARKET DATA APPROACH

sales history of subject or present market value.

to Lilly, P. & J. (5/18/76) W.D., no consideration.
ransferred ownership of the subject property to the present owners.
ors were the owners' parents. There was no monetary consideration given
transaction. The sale is not indicative of market value.

27. *Explain adjustments and relate comparable sales data to subject.*

TIME ADJUSTMENT: No time adjustment was made to Comparable L-7 besed on Sale L-2. Sale L-2 is a residential homesite which sold 4/79 for $23,900 and again in 6/80 for $24,500. This sale shows an annualized time adjustment of 2.1%. Additionally, conversations with area realtors suggest the market for this type of residential property has remained fairly stable during 1980. Comparables L-7 and L-20 are felt to be recent enough to be indicative of present value.

SALE L-12 - Van Orsow to May (9/80) $30,000 for 1.84 Ac.
This property is located about two miles northwest of the subject on a less traveled road. The property has the same shape, topography, and zoning as the subject and is similar in size and location with respect to Oregon City proper. The buyer, a contractor, has built one home on the property in such a location that the land may be developed more intensely once annexed to Oregon City. The sale indicates a value for the subject of $30,000.

SALE L-7 - Tuor to Lantz (2/80) $30,000 for 2.05 Ac.
This parcel is located off of the same street as the subject, about one mile further south. It is comparable to the subject in size and topography, but lies outside of Oregon City's Future Urban Growth Boundary in an area zoned for rural, 5 acre minimum homesites. It is a flag-shaped lot, which would limit a dwelling's exposure to the highway. The sale indicates a homesite value for parcels of subject's general size of $30,000.

SALE L-20 - Thorsen to Wallace (11/80) $29,000 for 2 Ac.
This parcel is situated about 2½ miles east of the subject in a more rural setting. It is comparable to the subject in size and topography and is rectangular in shape. Its rural amenity is felt to be generally offset by the subject's better location with respect to Oregon City proper. The buyer, a builder, thought the price for the lot was at the high end of the market for homesites. Indicated value for the subject is $29,000.

SUMMARY

All three sales are good value indicators for the subject, as they are fairly recent and very comparable in size and usage. Sale L-12 is most similar to the subject in location, shape and zoning, and is relied on to indicate a value for the subject of $30,000.

Site improvements values were extracted from Marshall and Stevens Residential Cost Handbook (Section C, Yard Costs, Unit-in-Place) and from verification with local firms and nurseries.

1560 s.f. grass lawn @ $.20/s.f.	$312
1500 s.f. pasture @ $.03/s.f.	45
Barkdust, rose bushes, grape vine and blackberry bushes	95
26' L.F. arborvitae hedge	208
26 L.F. vinyl coated cyclone fence	150
132 L.F. electrical fence & posts	100
26 L.F. plastic, 1¼" pipe	5
	$ 915

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	$ 915

AL REPORT on Real Property Negotiations

VISION

File 51484

Sta. 263 +65 to Sta. 267+20

Name of owner RICHARD C. SHRAKE

Mail address 19713 S. Molalla Ave.
Oregon City, OR 97045

Phone No. 656-5089 (Home)
656-9113 (Office)

Phone No.

Attorney Joy D. Abele

Address 200 Smith Blvd - P.O. Box 704
Oregon City, OR 97045

Purpose of purchase Right of Way

OPTION EXPIRES 10/8/81

Possession See Option

Location of property Park Place - Clackamas Community College section of Cascade Highway in Clackamas County.

Street address or Sec. T.R. 19713 S. Molalla Ave., Oregon City, OR

How does taking affect remaining property? Minimal reduction in total area and limitation on access.
(Give details regarding dividing of tract, if appropriate)

Nature of property taken 0.12 ac. strip running nearly the length of subject's frontage on Hwy 213. Site improvements within the taking include a business sign, a portion of paved & gravel driveways, fencing and landscaped area.
(Give details regarding nature, cultivation, improvements and class of property taken.)

Basis of settlement (Give [illegible], together with special items [illegible] state in addition to payment of compensation. Tumblehead on back of sheet if necessary.)

LAND:	Residential - 0.12 ac. @ $15,000/ac.	= $ 1,800.00 ✓
IMPROVEMENTS:	Landscaping & driveways	= $ 3,475.00
SIGN:		= $ 1,425.00
COST TO CURE:	Removal of landscaping & construction of driveway.	= $ 1,725.00
	TOTAL	= $ 8,425.00

OPTION IS SUBJECT TO THE ATTACHED EXHIBIT "B" - Access Control

APPROVED BY Edward L. Hardt Edward L. Hardt DATE

Withholding $ 0 for

Relocation: 3617 forwarded on 3/5/81 ☐ Improved ☒ Unimproved

☐ Required Displacement: $ Replacement Housing, $ Rent Supplement

Appraisals: $ 7,000 By Drabinski Review Appraisal $ 8,425
Staff & + $ 1,425 (sign) Mier
Fee $ By Lou Schwab
Review Appraiser

☐ Entire taking ☐ Complete restriction of access ☒ Access controlled ☐ Access not controlled

Job Prefix [illegible] Participating $ [illegible] Participating $ [illegible]

Mail address 19713 S. Molalla Ave.
Oregon City, OR 97045
Phone No. 656-5089 (Home)
656-9113 (Office)

Phone No.

Attorney Joy D. Abele Address 200 Smith Blvd - P.O. Box 704
Oregon City, OR 97045

Purpose of purchase Right of Way

OPTION EXPIRES 10/8/81

Possession See Option

Location of property Park Place - Clackamas Community College section of Cascade Highway in Clackamas County.

Street address or Sec. T.R. 19713 S. Molalla Ave., Oregon City, OR

How does taking affect remaining property? Minimal reduction in total area and limitation on access.
(Give details regarding dividing of tract, if appropriate)

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(Give details regarding nature, cultivation, improvement and class of property taken)

Basis of settlement (Give ... together with ... to be done ... state ... addition to payment of compensation ... necessary)

LAND:	Residential - 0.12 ac. @ $15,000/ac.	= $ 1,800.00 ✓
IMPROVEMENTS:	Landscaping & driveways	= $ 3,475.00
SIGN:		= $ 1,425.00
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APPROVED BY Edward L. Hardt DATE

Withholding $ 0 for

Relocation: 3617 forwarded on 3/5/81, ☐ Improved ☒ Unimproved

☐ Required Displacement: $ Replacement Housing; $ Rent Supplement

Appraisals: $ 7,000 By Drabinski

Staff & + $ 1,425 (sign) Mier

Fee $

Review Appraisal $ 8,425

By Lou Schwab
Review Appraiser

☐ Entire taking ☐ Complete restriction of access ☒ Access controlled ☐ Access not controlled

Job Prefix 103-2529 Participating $ 8425⁰⁰ Non-Participating $ -0-

General remarks
(Give such general explanation as you desire to support settlement)

Settlement recommended:

Kenneth Rolfe
Right of Way Supervisor Date 4-17-81

Signed
Kathleen M. Olson
Right of Way Agent

Rod Henry
Right of Way Manager Date 4-23-81

Dated 4/15/81
② 5/1/81

thorized by
portation Commission: Date MAY 6 1981

3042 (Rev. 7-78)

OREGON STATE HIGHWAY
Appraisal Review

Revision
ription September 19, 1980

0.12 Ac.

File No.: 51484
Name: Shrake
Section: Park Pl.-Clack. Comm. College
Highway: Cascade
County: Clackamas
Fed. Proj. No: IX-78(3)

Access for Remainder: Access connected at Sta. 265+40 only.

As of this date, the current appraisals on this file are as follows:

Appraiser	Date Written	Date of Valuation	Original or Rev.	Value Entirety	Value Remainder	Value Taking
Mier, Greg	1-19-81	1-14-81	Orig.	Sign only		$1,425
Drabinski, Eileen	1-22-81	1-14-81	Orig.			7,000

I certify that I have no direct or indirect, present or contemplated future personal, financial or family interest in the subject property, nor will I in any manner benefit from the acquisition thereof such as to constitute a conflict of interest. I further agree to disclose any personal interest that I have, or that I later acquire, in any other properties within the zone of immediate influence of the highway project involved until such time as that project has been completed.

My determination has been reached independently based upon appraisals and other factual data of record without improper collaboration or direction. I have visually examined subject property and comparable sales to this extent:

Viewed subject & sales 2-11-81.

It is my determination that just compensation for the part taken, including damages, if any, to the remainder is $ 8,425

ALLOCATED AS FOLLOWS:

Land	$	1,800	
Improvements	$	3,475	landscaping
~~Damages~~ XXXXX	$	1,425	sign
	$	1,725	cost to cure
	$		
	$		
TOTAL	$	8,425	

The State's appraisals comply with the requirements of "Appraising Real Property", and the "Right of Way Manual." It appears that there is sufficient appraisal background and documentation to support the appraisals. I have taken the following steps to secure clarification or support where needed.

The appraiser inadvertantly left out the value of the sign in the appraisal. At her request the sign value is added into the review. This step is taken to avoid the wasted time and delay for a revision to cure this omission.

SUMMARY

Sales reflect a value range for the subject, if it were strictly residential land, of $10,335 to $14,100 per acre. Sale L-23 is an industrially zoned parcel which was sold contingent on a zone variance for medical clinics. At $18,195/acre, it reflects an upper limit for the subject's value. Because of the subject's non-conforming use, its value is estimated to be greater than the range for pure residential sites and less than the value of more intensly zoned parcels. Subject is felt to lie within a range of $14,000-$18,000/acre, SAY $15,000/acre.

$15,000 @ .12 acre = $ 1,800.

Site improvements are valued based on Marshall and Swift Residential Cost Handbook, Section C, Yard Costs, Unit in Place, and Marshall and Swift Valuation Quarterly, Page E-67, verified locally.

1160 s.f. paving @ .80¢/s.f.	=	$ 928.00
622 s.f. gravel @ .40¢/s.f.	=	$ 248.80
2365 s.f. grass yard @ .25¢/s.f.	=	$ 591.25
1300 s.f. professional landscape @ $1.15/s.f.	=	$1,495.00
Evergreen trees, rose bushes	=	$ 120.00
16 l.f. 3-board fence @ $4.95/l.f.	=	$ 79.20
		$3,462.25

29. ESTIMATE OF FAIR CASH MARKET VALUE OF THE PROPERTY BY MARKET DATA $ 7000.00

ALLOCATION

LAND: Area .12 acre @ $15,000 per acre = $ 1800.00

IMPROVEMENTS: Paving, gravel, fencing, grass yard, professional landscaping, & shrubbery = $ 3475.00 rd

OTHER: Cost to Cure - $ 1725.00

TOTAL $ 7000.00

ESTIMATE OF VALUE OF THE PROPERTY BEFORE THE TAKING BY MARKET DATA APPROACH

26. Compare five-year sales history of subject to present market value.

1) Pulse (Shrake) to Shrake (3/16/78) Property distribution per divorce decree.

2) Clark to Shrake (4/4/78) $17,725. Deed given in fulfillment of 1966 contract. This is not considered indicative of present value.

3) Shrake to Shrake (9/14/79) No consideration. This deed transferred ownership from parents to son.

27. Explain adjustments and relate comparable sales data to subject.

TIME ADJUSTMENT

Sales from which time adjustments are available show an insignificant appreciation for most of 1980. A comparison of Sales L-14, and L4, two homesites of equal size partitioned out of the same larger tract, indicates a .5% per month appreciation during the latter part of 1979. Since the comparables are 1979 sales, they are adjusted upward for time at .5% per month through March 1980, at which point it is estimated the market stabilized. Sale L-27, through dated 1979, was actually negotiated January 1978. A 1½% per month rate of appreciation is applied to it for the period January 1978 to March 1979 based on information obtained from local realtors and the Real Estate Report of Metropolitan Portland.

SALE L-22 - Perry to Faith and Life Free Methodist Church - (1/80) $115,000 for 9.94 acres or $11,570/acre. Updated for time, the sale indicates a present market value of $11,920/ac. This sale is located 500' south of the subject. The purchasers, a church, heard of the impending listing of the parcel with a realtor and offered the sellers the anticipated asking price before the property went on the market. Price was set in September 1979, and the sale is adjusted for time from this point. The sale is similar to the subject in location and ample highway frontage and exposure. It is inferior to the subject in topography as the site is sloping and much of its south end lies well below street grade. In addition, a pond and creek, and a 250' wide PBA overhead power line easement encumbers the utility of the property's south side. The approximate area burdened by the easement, water drainage, and subgrade terrain is 1.54 acres. Extraction of this acreage from the sales price yields an adjusted value for the subject of $14,100/acre.

SALE L-23 - Menconi to McLean Properties (5/79) $270,000 for 18.85 acres or $14,324 per acre. Updated for time, the sale indicates a present market value of $18,195/ac. This is a sale of the parcel located on Beavercreek Road just outside the Oregon City limits. The property is zoned general industrial by the County. The buyers made the transaction contingent on a zone variance for a medical clinic. The sale is similar to the subject in size and lack of sewers until [illegible], but is slightly superior in location and amount of road frontage. The property's zoning allows for a more intensive development potential than that presently available to the subject. The sale is felt to evidence the extreme upper limit for the subject at $18,195/acre.

SALE L-24 - Land to Reddaway & Gage (2/79) $115,000 for 11.4 acres or $79[illegible]/acre. Updated for time, the sale indicates a present market value of [illegible]. This sale is situated on Hwy. 213 about .3 mile south of the subject. The land was purchased with preliminary plat approval for a subdivision of half-acre residential lots. The site has 60' of highway frontage and a sloping terrain near its west side, making it inferior to the subject in road exposure and topography. The sale is considered similar to Sale L-22 in most regards except for highway frontage. A comparison of these two time adjusted sales shows a 28% adjustment for frontage, rounded to 30% for analysis purposes. An upward adjustment of 5% is felt reasonable for the sale's sloping topography. Indicated value for the subject is $11,600/acre.

SALE L-20 - Lester to Robinson (11/79) $76,000 for 10.18 acres or $7465/acre. Updated for time, the sale indicates a present market value of $7655/acre. This sale is located southerly adjacent the subject. It is a flag-shaped parcel with 50' of frontage on Hwy. 213. Most of the lot is cleared. It is presently improved with a split-level

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CONTINUED ON NEXT PAGE . . .

9572

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CLACKAMAS

PATRICK L. LILLY and JUDY A. LILLY, husband and wife,

Plaintiffs,

v.

RICHARD SHRAKE and STATE OF OREGON, Dept. of Transportation,

Defendants.

Case No. 82-4-257

ANSWER TO AMENDED COMPLAINT

Defendant State of Oregon, Department of Transportation, in answer to plaintiffs' Amended Complaint, admits, denies and alleges as follows:

I

Defendant admits that plaintiffs are the owners of real property in Clackamas County, but are without sufficient information to admit the description attached as Exhibit A to plaintiffs' Complaint.

II

Except as specifically admitted herein, defendants deny each and every other allegation of plaintiffs' Complaint, and the whole thereof.

WHEREFORE, having fully answered plaintiffs' Amended Complaint, defendant State of Oregon prays for judgment dismissing plaintiffs' Complaint and for its costs and disbursements incurred herein.

DAVE FROHNMAYER
Attorney General

ROBERT A. PETERSEN
Assistant Attorney General
Of Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of May, 1983, I served a true copy of the within Answer To Amended Complaint upon the attorneys of record, by depositing it in the United States Post Office at Salem, Oregon, postage prepaid, addressed as follows:

Terrance L. McCauley
Attorney at Law
455 S. Broadway
P. O. Box 370
Estacada, Oregon 97023

Joy Abele
Attorney at Law
200 Smith Building
704 Main Street
Oregon City, Oregon 97045

ROBERT A. PETERSEN
Assistant Attorney General
Of Attorneys for Defendant
State of Oregon

☐ Tax Court
☐ Supreme Court
☑ Circuit Court
☐ District Court
☐ U.S. District Court

Re: Lilly
v. Shrake
Case No. 82-4-257
Our File No.
Answer to Amended Complaint
(Title of Document)

☐ Signed , 19
☒ Filed May 13, 1983
By Judge

(Clerk's Sig.)

[illegible]

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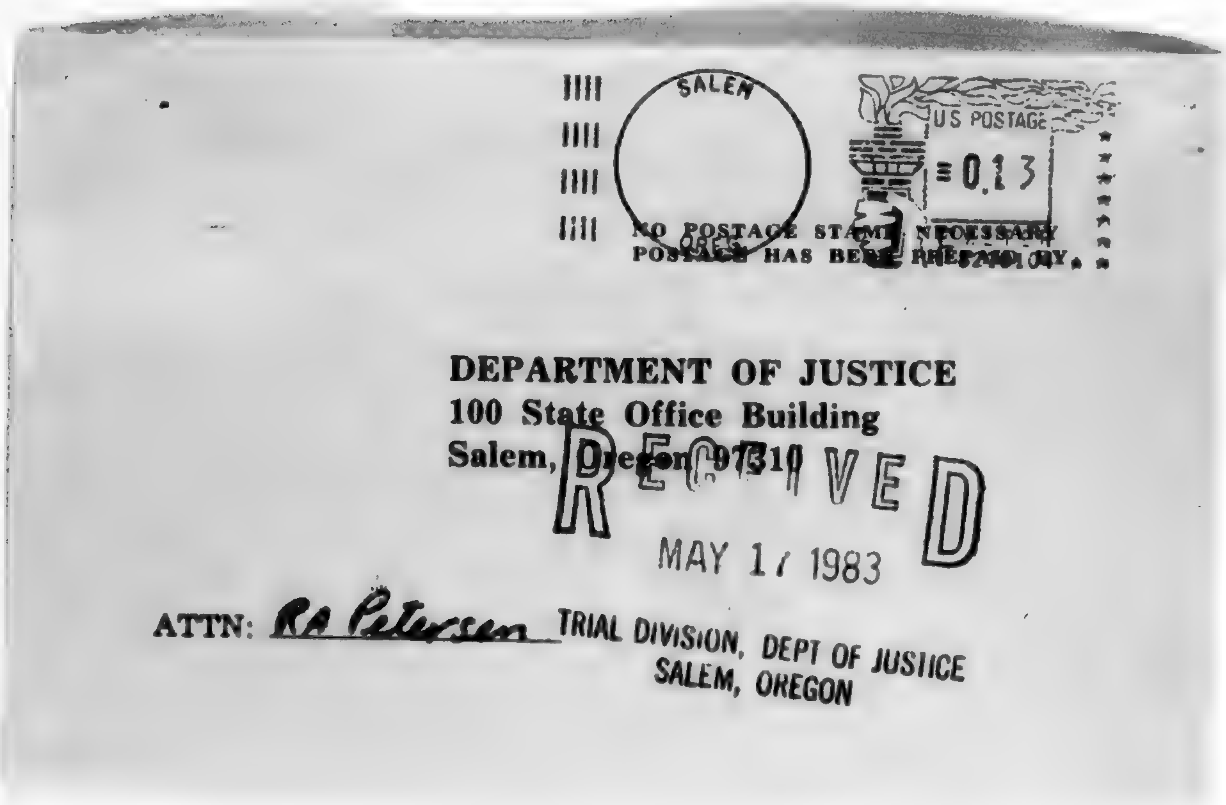
Terrance L. McCauley
Attorney at Law
455 S. Broadway
P. O. Box 370
Estacada, Oregon 97023

Joy Abele
Attorney at Law
200 Smith Building
704 Main Street
Oregon City, Oregon 97045

ROBERT A. PETERSEN
Assistant Attorney General
Of Attorneys for Defendant
State of Oregon



SALEM

US POSTAGE
0.13

NO POSTAGE STAMP NECESSARY
POSTAGE HAS BEEN PREPAID BY

DEPARTMENT OF JUSTICE
100 State Office Building
Salem, Oregon 97310

RECEIVED
MAY 17 1983

ATTN: RA Petersen TRIAL DIVISION, DEPT OF JUSTICE
SALEM, OREGON

Tony Viducich, Title Attorney
Highway Division

May 12, 1983

Robert A. Petersen, Assistant Attorney General
Trial Division

Lilly v. Shrake
File No. L-8241

I have reviewed the attachments that you sent over and I would like to have the negotiation record from the highway files.

McCauley has finally answered my earlier inquiries regarding this file, and is now demanding that I file an answer within the next five days. It only took him two and one-half months to respond to my letter.

The deeds recite the consideration that was paid for Lilly's property and for Shrake's property. I would appreciate it if you could send me a breakdown on the price that was paid per square foot for the land. A cursory review of the right of way map would indicate that Shrakes made a better deal than the Lillys did, and perhaps that was one of the reasons for the lawsuit.

jea

572

STATE OF OREGON

ROAD DESIGN SECTION

INTEROFFICE MEMO

DES 16

TO: D. R. Adams
Final Design Engineer

DATE: May 11, 1983

FROM: J. H. Versteeg
Road Design Engineer

J. H. Versteeg

SUBJECT: Surcharge Treatment
Rossman Landfill
Oregon City Bypass

Recently our Geology Section drilled some additional holes in the Rossman Landfill and additional tests were run in the Materials Laboratory. Based on this additional information, the Soils Section recommended the surcharge treatment on the Rossman Landfill to minimize long-term settlement. Ed Hardt and Ed Hunter concur in this recommendation.

Please complete the contract plans for this project using the surcharge method on the Rossman Landfill. For additional technical details on this project, please check with Ed Johnsen.

JHV:rw

cc: E. S. Hunter
    E. L. Hardt
    Ed Johnsen
    Team 1 With Attachments
        W. J. Hart
        J. B. Boyd
        Cam Gilmour
        F. E. Terpin
        Glenn Hossner

RECEIVED
TECHNICAL SERVICES

MAY 11 '83

REFER TO

FOR

Info	Immed	R/D	D/R	Sign	Act	File

9592

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.
PRO 6-2

Date: May 9, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: Gary A. Potter, Manager
Program Section

Subject: Program Change
Item No. 71112
Project No. IX-78(6)
Park Place-Newell Creek Section
Clackamas County

I request approval of a program change to fund the grading stage of the construction phase of the subject project under FHWA Appropriation Code 178.

JLG:bks
cc: Earl Mershon (Region M)
Jon Rose (Region M)
Gary Zehner
General Files

Form 734-3122

7-72

McCAULEY & McILHENNY
ATTORNEYS AT LAW
107 S. W. LAKESHORE DRIVE
P. O. BOX 370
ESTACADA, OREGON 97023

TERRANCE L. McCAULEY
JOHN K. McILHENNY, JR.
CHRISTOPHER R. BRAUER

TELEPHONE (503) 630-7736

May 3, 1983

Robert A. Petersen
Trial Division Attorney
Department of Justice
100 State Office Building
Salem, OR 97310

RE: Lilly vs. Shrake and Dept. of Transportation

Dear Mr. Petersen,

Thank you for your letter of March 9, 1983, regarding the above. I am sorry for not responding earlier. I was led to believe that Mr. Shrake had agreed to a settlement of the claim of the Lilly's, which would have disposed of this case. However, I have just been informed that Mr. Shrake refuses to execute the documents necessary to effectuate the settlement. Therefore, it is necessary to move the case to trial.

While I appreciate the logic of the position outlined in your letter, I cannot agree that the facts compel the conclusion you have reached. I would think that the State would have some duty to inquire as to any assertions of ownership by one so clearly in possession as were the Lillys'. I, therefore, request that you file an appropriate appearance by May 15, 1983.

Thank you.

Very truly yours,

T J McCauley

TERRANCE L. McCAULEY

TLM:gc
cc: Pat Lilly

RECEIVED
MAY 5 1983
TRIAL DIVISION, DEPT OF JUSTICE
SALEM, OREGON

Doc 160

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: Memo to File

DATE: April 25, 1983

FROM: Tom Edwards
Tom Edwards

SUBJECT: Oregon City By Pass
(Park Place - Clackamas Community College)

✓ Versteeg ✓
Anderson
✓ Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
APR 29 1983
ROAD DESIGN
SECTION

Do Not File
Return to
Bring Up
Action

Contract Plans for Park Place - Newell Cr. grading will take 1 to 2 weeks. Adding surfacing, grading at South end and other remaining work would take 3 to 6 weeks depending on number of designers assigned.

There are 3 contractors on the project now. Letting only the Park Place - Newell grading would create potential for conflict with only one of them, the structures contractor. Letting all remaining work creates potential for conflict with all 3 contractors. The Redland Rd. - Beaver Cr. Rd. grading project is plagued by wet material, slides and erosion. It covers the area that a surfacing contractor would likely consider for beginning placement of C.T.B.

Hydraulics has not yet come up with a recommendation for perf. pipe placement in subgrade. Lenz had said it would be made after we got into the grading and saw what we had. Bryson was not aware of that but now knows we expect such a recommendation.

We would be expecting a contractor to bid in June '83 on surfacing work to be done in '84 and '85.

The connection at the south end of project will conflict with traffic and it would be nicer to do it as one of the last items. We could end up living with an awkward connection for a couple of years unless we stipulate it as one of the last things to do.

R/W - Ken Rolfe says they combined all the files on the Clackamas Community College so had to re-appraise. Appraisals due by May 1, would have to then condemn and wait 90 days to possession - probably September 1, is earliest possession date. Might get entry permit but they have been very difficult to deal with. No other R/W problems.

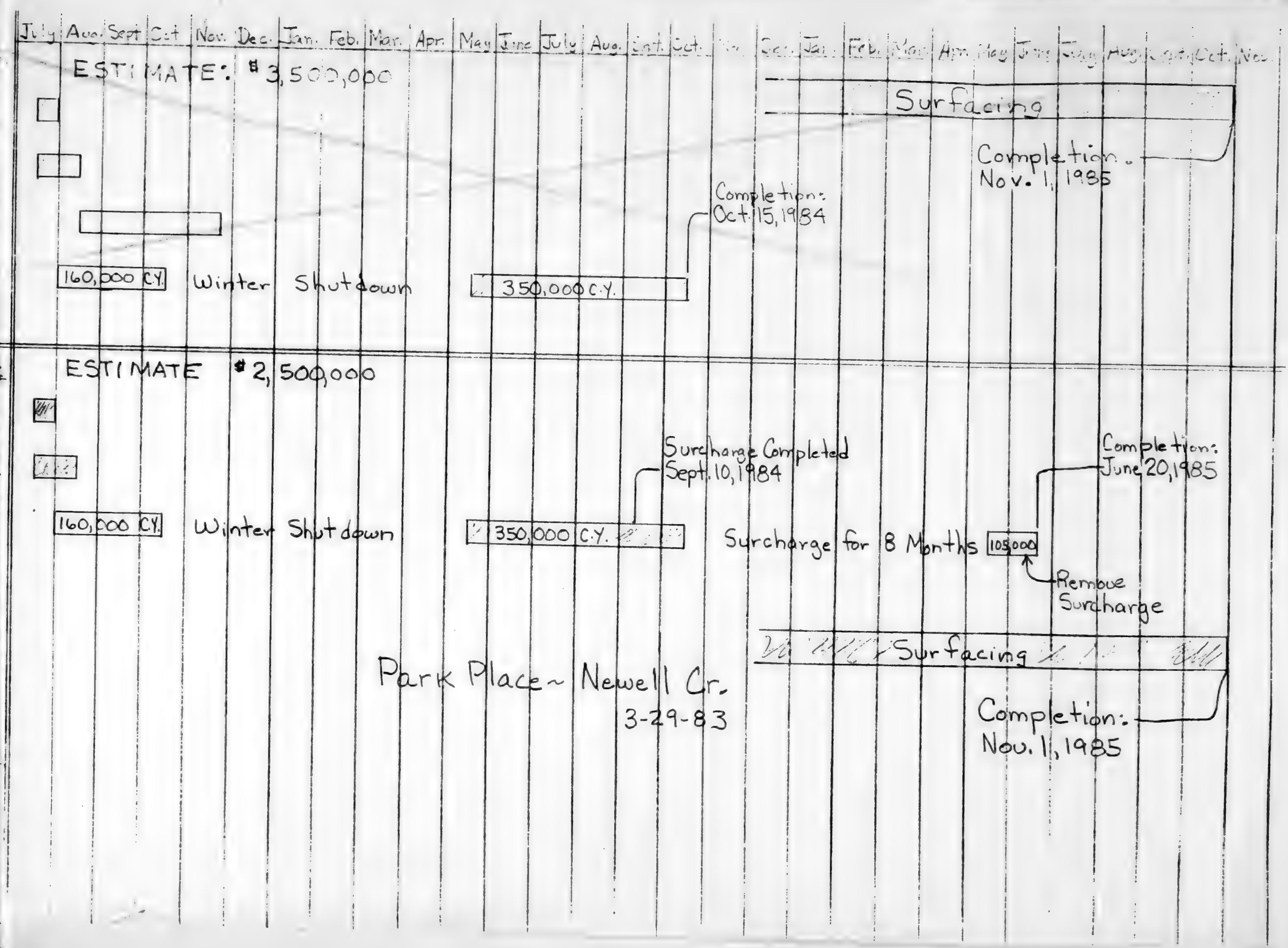
Part of the fill for the connection from the new alighment to the existing intersection of Redland Rd. and Holcomb Blvd. will be made with material from surcharge removal in the summer of 1985. Until that connection or the mainline across Rossman Landfill is completed, we could not open the job to traffic northerly of Beaver Cr. Rd.

81-125-1357

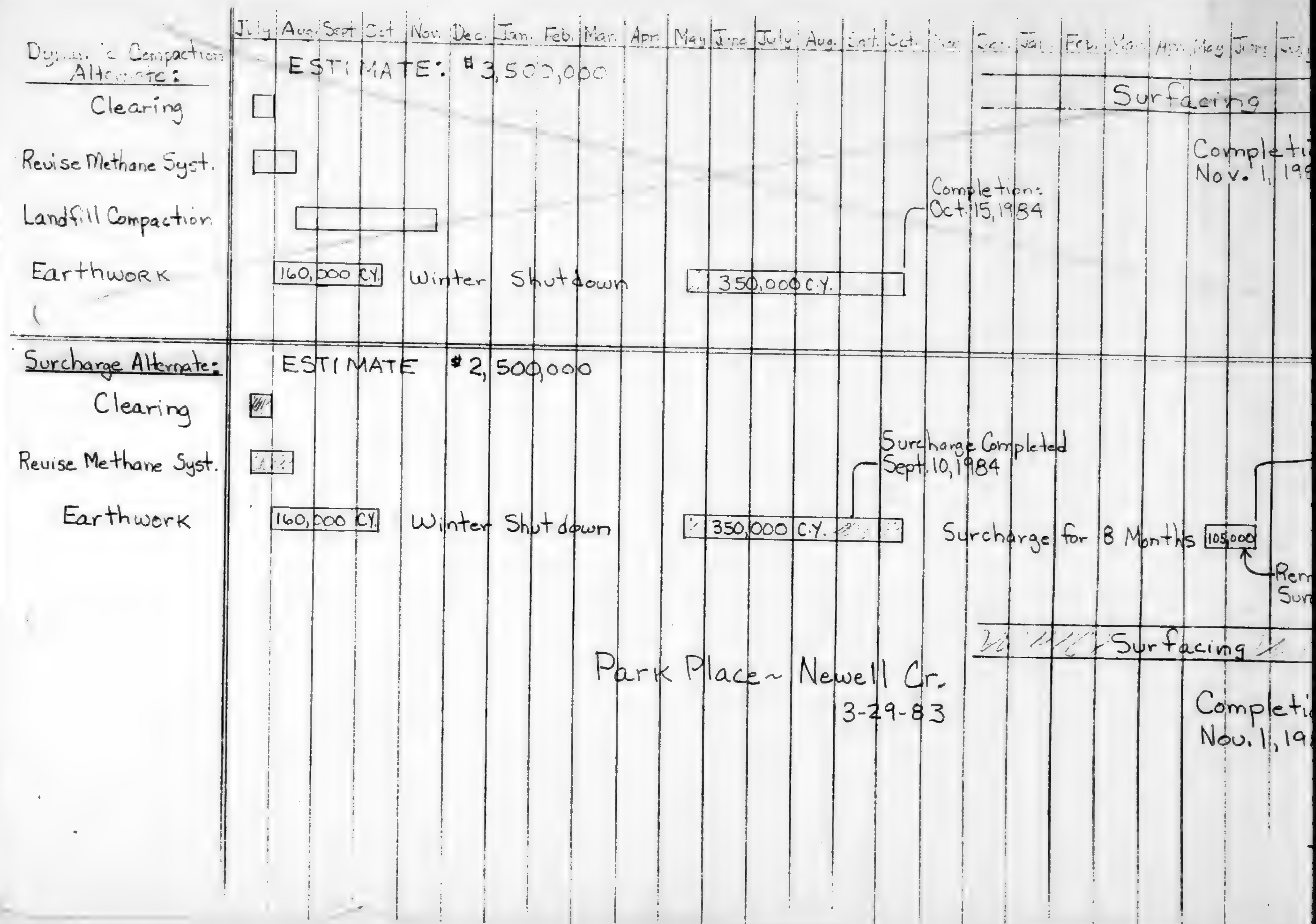
Signals and Permanent Signing would have to be a separate contract if surfacing is let within the next few months.

Early surfacing of any portions of the project available would be beneficial in covering some highly erodible subgrade that is already a problem.

TE:mg



Park Place ~ Newell Cr.
3-29-83



Park Place ~ Newell Cr.
3-29-83

9592

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: E. L. Hardt
Metro Region Engineer

DATE: April 11, 1983

FROM: J. H. Versteeg
Road Design Engineer

NOTED
H. S. COULTER

SUBJECT: Rossman Landfill
Oregon City Bypass
Clackamas County

I discussed Teams I's recommendation for t
Rossman Landfill with Ed Hunter. It is h
structure is the desired alternative. He
funding for the structure option.

JHV:rw

ok file

Attachment

cc: E. S. Hunter With/Attachment
Team I Members

4-25

Scott. Ed said G & Johnson is now recommending a surcharge. Most likely they will go that way, so a meeting is not necessary.
d.

CC Hal V. - When I heard that you were to make this request I discussed same with Scott Coulter on April 8. I think my letter of March 7 is clear regarding my (Metro Regions) ability to obtain E-4 funding for a landfill bridge. I told Scott I thought we needed to get together to discuss which alternative (Surcharge, dynamic compaction or bridge) we should choose and how to fund. He agreed and my understanding is that he will arrange.
ELH

I did agree
HSC

I thought Ed Hardt would arrange. HSC

NOTED
E. S. HUNTER

RECEIVED
STATE HWY ENGR
APR 20 '83
REFER TO Schwartz
FOR
☒ Info ☐ Inves ☐ R/D ☐ D/R ☐ Sign ☐ Act ☐ File

81-125-1387

CC: Scott Coulter
Ed Hunter

9542

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: E. L. Hardt
Metro Region Engineer

DATE: April 11, 1983

FROM: J. H. Versteeg
Road Design Engineer

NOTED
H. S. COULTER

SUBJECT: Rossman Landfill
Oregon City Bypass
Clackamas County

I discussed Teams I's recommendation for the construction across the Rossman Landfill with Ed Hunter. It is his recommendation that a structure is the desired alternative. He requested that we pursue funding for the structure option.

JHV:rw

ok file

Attachment

cc: E. S. Hunter With/Attachment
Team I Members

CC Hal V. - When I heard that you were to make this request I discussed same with Scott Coulter on April 8. I think my letter of March 7 is clear regarding my (Metro Regions) ability to obtain E-4 funding for a landfill bridge. I told Scott I thought we needed to get together to discuss which alternative (Surcharge, dynamic compaction or bridge) we should choose and how to fund. He agreed and my understanding is that he will arrange.
ELH

RECEIVED
STATE HWY ENGR
APR 20 '83
REFER TO Schwartz
FOR

Info	Inves	R/D	D/R	Sign	Act	File
X						

I did agree
HSC

I thought Ed Hardt would arrange. HSC

NOTED
HUNTER

81-125-1307

CC: Scott Coulter
Ed Hunter

STATE OF OREGON

INTEROFFICE MEMO

TO: E. S. HUNTER
Asst. State Highway Engineer

DATE: March 7, 1983

FROM: EDWARD L. HARDT Edward L Hardt
Metro Region Engineer

SUBJECT: Construction Across Rossman Landfill
Oregon City By-Pass

[illegible]
Anderson
✓ Adams
Macnab
Stoudenmeyer
Turpin
Trout
Wakerlig

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MAR 11 1983
ROAD DESIGN SECTION

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Action

I would like to have the opportunity to meet with you, Scott Coulter and possibly Pat Schwartz and Bob Bothman to discuss the proposed structure across the Rossman landfill. While we agree that the structure may be the best engineering solution to the problem it poses an unmanageable funding issue for the region.

The basic problem is that all of the interstate transfer funding allocated to the Metro Region has been assigned to specific jurisdictions or specific geographic areas. Clackamas County has no great surplus or reserve particularly in light of the overruns on Highway 212, Lake Oswego Bridge, etc. This means that our office would have to approach another jurisdiction such as Portland or Washington County and MSD with a proposal to eliminate part of the freeway transfer program to transfer the funds to the By-Pass. Since no local jurisdiction would be willing to give up one of its projects for this purpose the only option would be for OSHD to eliminate one of its projects. The only project "sponsored" by OSHD with $5 million in it is the Sunset/217 interchange. However, this project was committed to by the local jurisdictions, the Governor and the Commission as part of the withdrawal program. This project directly impacts jurisdictions other than Clackamas County, and has wide regional support. I believe we are too deeply committed to it to consider cancelling it.

On the other side of the coin the By-Pass project was also part of the withdrawal program and strongly supported by the Clackamas County Legislative delegation as part of the legislative process establishing the general fund match for the Banfield. This strong support continues to exist and was instrumental in successful discussions with Senator Hatfield and Congressman AuCoin to gain adequate obligational authority each year to forward the project. However, Clackamas County's support of the project has a limit as evidenced by the attached letter from Winston Kurth.

Because of obvious fiscal and associated political problems created by the $5 million shortfall if the structure alternative is chosen, I strongly recommend we meet with Mssrs. Coulter, Bothman and Schwartz to review the construction alternative as well as other funding options if the structure is still favored.

Attachments
cc: Scott Coulter w/attachments
Pat Schwartz w/attachments
R. N. Bothman w/attachments

cys 3-11-83

3-11-83
Hardt
Final decision awaiting your review of the proposal "Dynamic Compaction" which Versteeg sent in the last day or two.
Ed

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TECHNICAL SERVICES
MAR 8 '83
REFER TO Versteeg
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81-125-1[illegible]87

DEPARTMENT OF ENVIRONMENTAL SERVICES
COUNTY OF CLACKAMAS
STATE OF OREGON

JOHN C. McINTYRE
Director

WINSTON W. KURTH
Deputy Director

ARDIS M. STEVENSON
Assistant Director

February 22, 1983

Ed Hardt
Region I
Oregon Dept. of Transportation
9002 S.E. McLoughlin Blvd.
Milwaukie, Oregon 97222

I am aware of design alternatives being considered by the State for the Oregon City Bypass crossing Rossman landfill. I am concerned that ODOT may assume that Clackamas County will provide whatever E-4 financing is necessary for any design.

The maximum total funding available to all costs of the Oregon City Bypass is $20.694 million. This includes a $2.126 million rollback of the project. During the course of the project I had hoped for an underrun in costs based on excellent bid costs and recent rollback.

I do understand the State's concern of perpetual maintenance of a freeway crossing a landfill area. It is with that understanding that a maximum of $20.694 million is set as project limit.

I would hope that if design alternatives exceed this maximum amount, the State could identify additional funding from an appropriate category which has been recently increased by the 5¢ federal gas tax.

Winston W. Kurth

Winston W. Kurth
Deputy Director

WWK:tlo

1/1

902 ABERNETHY ROAD ★ OREGON CITY, OREGON 97045 ★ (503) 655-8521

Sec. 160

STATE OF OREGON
Highway Division

INTEROFFICE MEMO

TO Frank Terpin
Location Engineer

DATE: April 20, 1983

FROM Ed Johnsen EJ
Geotechnical Engineer

SUBJECT: Exploration of the Rossman Landfill

The consensus of the team I meeting April 1, 1983 was to defer the decision about the construction treatment of the Rossman Landfill until some subsurface explorations were completed and an analysis was done. Sufficient information has been received to make recommendations.

If the project is scheduled to allow embankment and surcharge construction completion by October 1, 1984, surcharge construction is recommended since satisfactory results may be obtained with surcharge removal about June 1, 1985. The recommended surcharge height is 11 feet over all areas underlain with refuse.

Attached is a profile sheet wich displays the variable thicknesses of the refuse in the landfill. The quality of the refuse was uniform representing largely household materials and devoid of pockets of boulders, bricks, or other hard materials. Permeability tests on the clayey silt refuse cover soils and foundation soils for the garbage was low (2 X 10^{-4} ft./day). The boundary clayey silt soils control the direction of groundwater drainage in the refuse during consolidation. The present surface of the Rossman fill will be subject to settlements ranging from a few feet to as much as 10 feet. Analysis based on the above tests substantiate that the differential primary settlements of the Rossman Landfill under an 11 feet of surcharge will be essentially complete by late spring of 1985. The settlements due to anaerobic decomposition will continue. The experience of others indicates an inch or two per year may be anticipated for this depth of refuse.

Instrumentation of the Rossman Landfill under surcharge is recommended. Settlement devices could assist in monitoring predicted consolidation estimates. More timely removal of the surchage could be estimated from the data supplied by the monitoring devices.

Dynamic compaction lacks sufficient benefits to overcome the additional one-million dollar estimated cost over that of the surcharge. Any further consideration given to this method would develop if time constraints were insufficient to allow the surcharge to work, and/or if the difference in cost between the two methods were more nearly equal.

ELJ:tab

Attachments

cc: J. H. Versteeg ✓
Walt Hart
Ed Hardt
Tom Edwards
J. B. Boyd

1 Versteeg ✓
[illegible]
2 [illegible]
[illegible]
[illegible]
Terpin
[illegible]
Wakerlig

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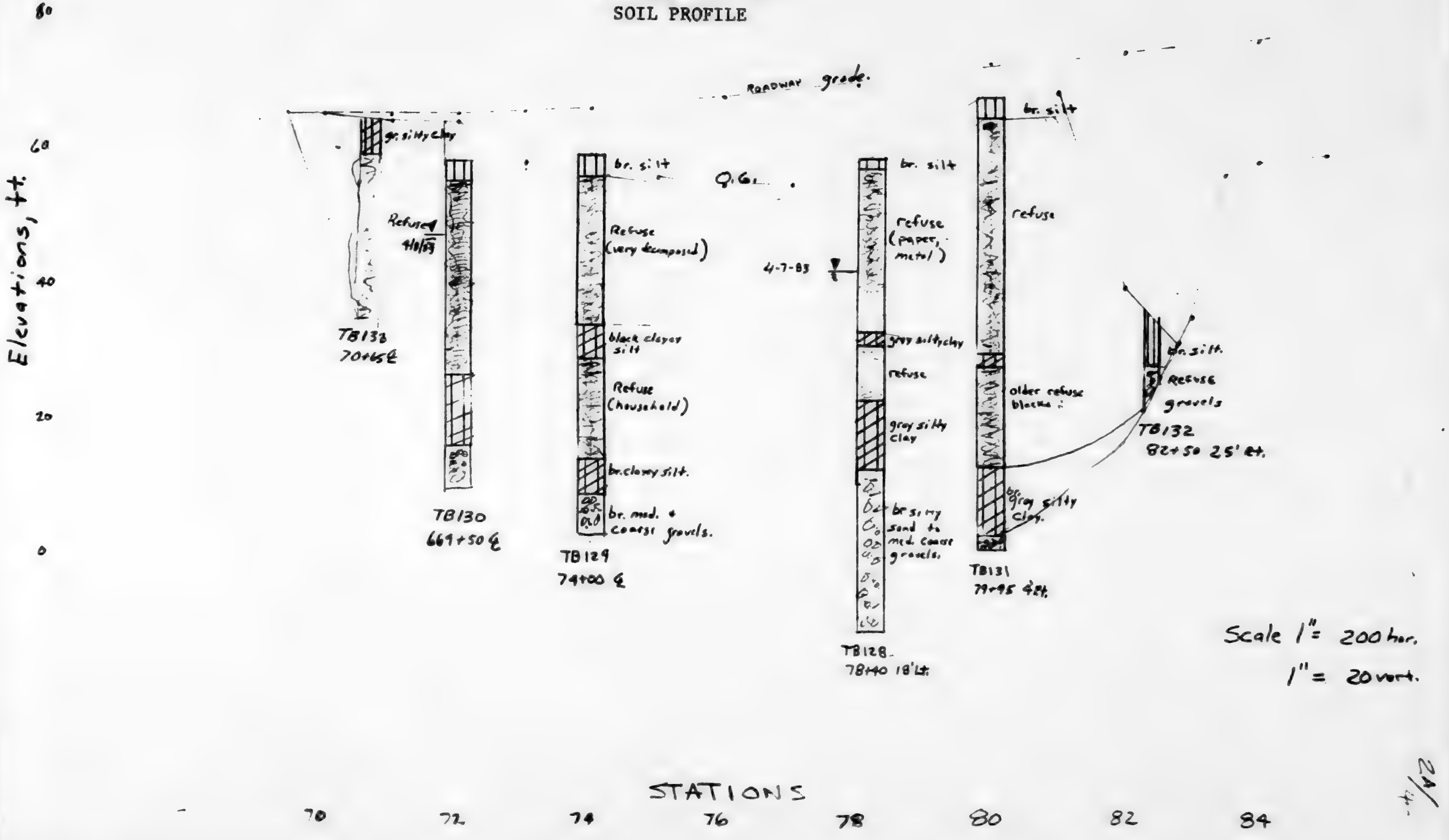
Action

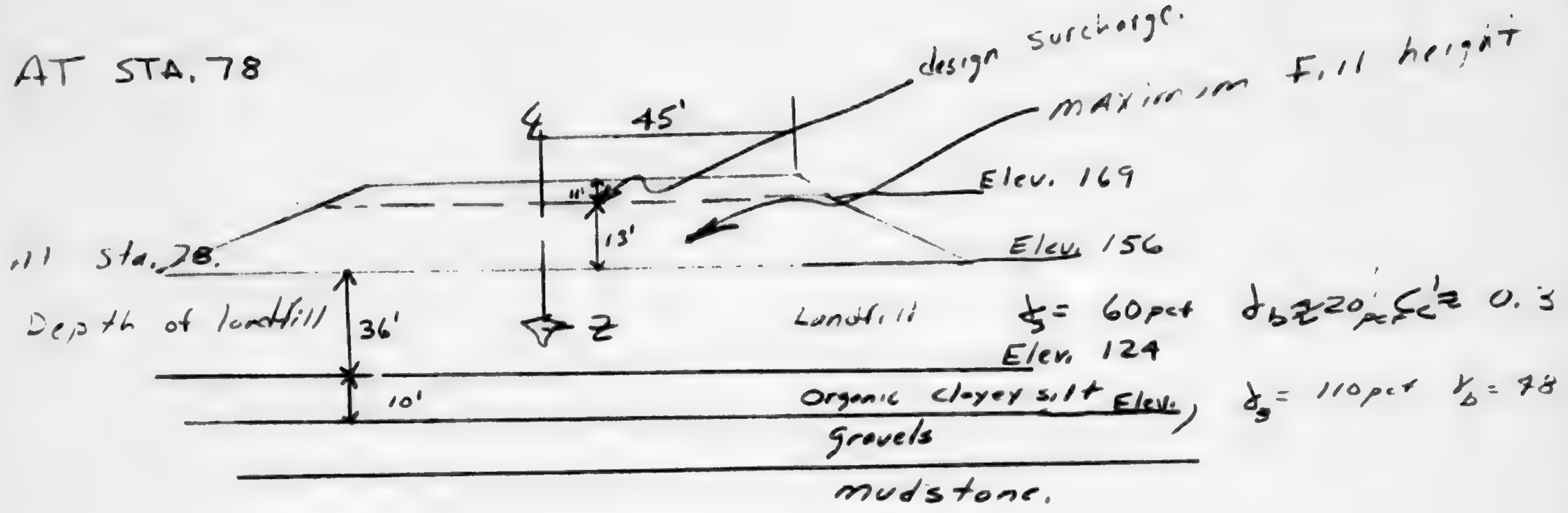
ROSSMAN LANDFILL
SOIL PROFILE

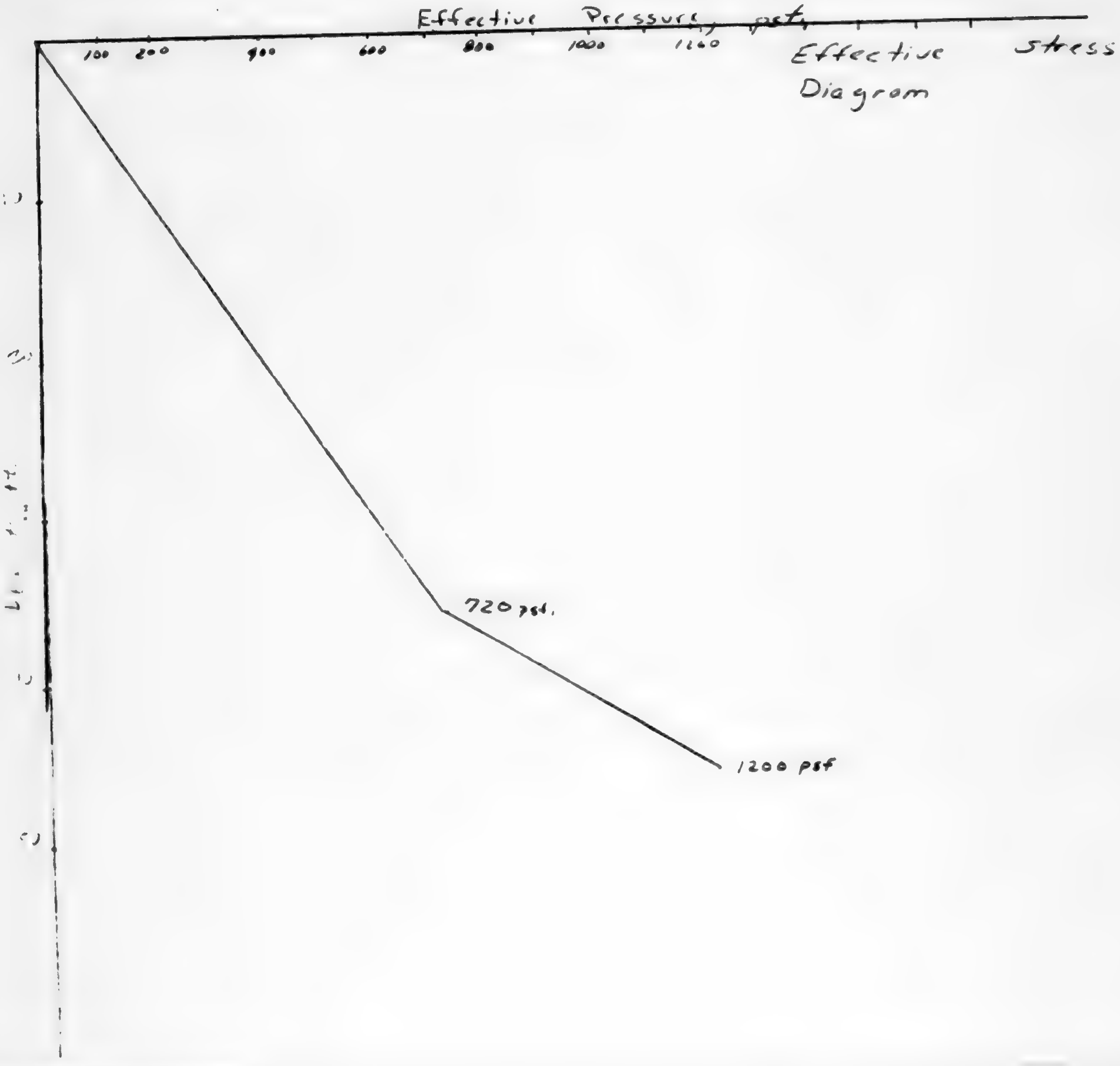

Elevations, ft.
80
60
40
20
0
ROADWAY grade.
O.G.
gr. silty clay
Refuse
4/8/83
TB133
70+65 ℄
TB130
66+50 ℄
br. silt
Refuse (very decomposed)
black clayey silt
Refuse (household)
br. clayey silt.
br. med. + coarse gravels.
TB129
74+00 ℄
4-7-83
br. silt
refuse (paper, metal)
gray silty clay
refuse
gray silty clay
br. silty sand to med. coarse gravels.
TB128
78+40 18' Lt.
br. silt
refuse
older refuse blocks
br. gray silty clay.
TB131
79+95 4' Rt.
br. silt.
Refuse
gravels
TB132
82+50 25' Rt.
Scale 1" = 200 hor.
1" = 20 vert.
STATIONS
70
72
74
76
78
80
82
84

2A/4

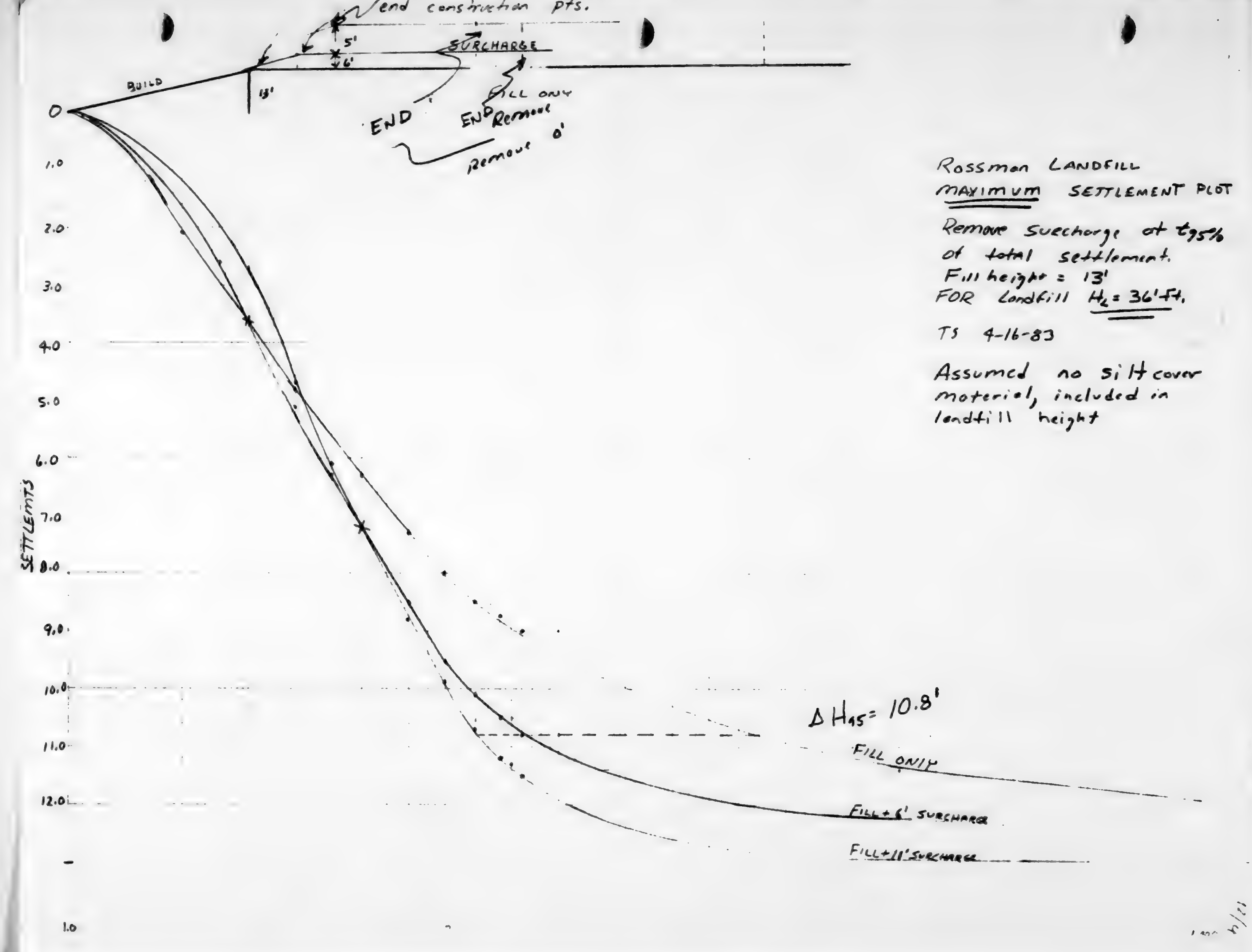
Rossmon Landfill

AT STA. 78


design surcharge.
MAXimum Fill height
45'
11'
13'
Elev. 169
Elev. 156
Fill Sta. 78.
Depth of landfill
36'
10'
Z
Landfill
$\gamma_s = 60$ pcf $\gamma_b \approx 20$ pcf $C_c' = 0.3$
Elev. 124
Organic clayey silt
Elev.
$\gamma_s = 110$ pcf $\gamma_b = 78$
Gravels
mudstone.



Effective stress Diagram



Rossman LANDFILL

MAXIMUM SETTLEMENT PLOT

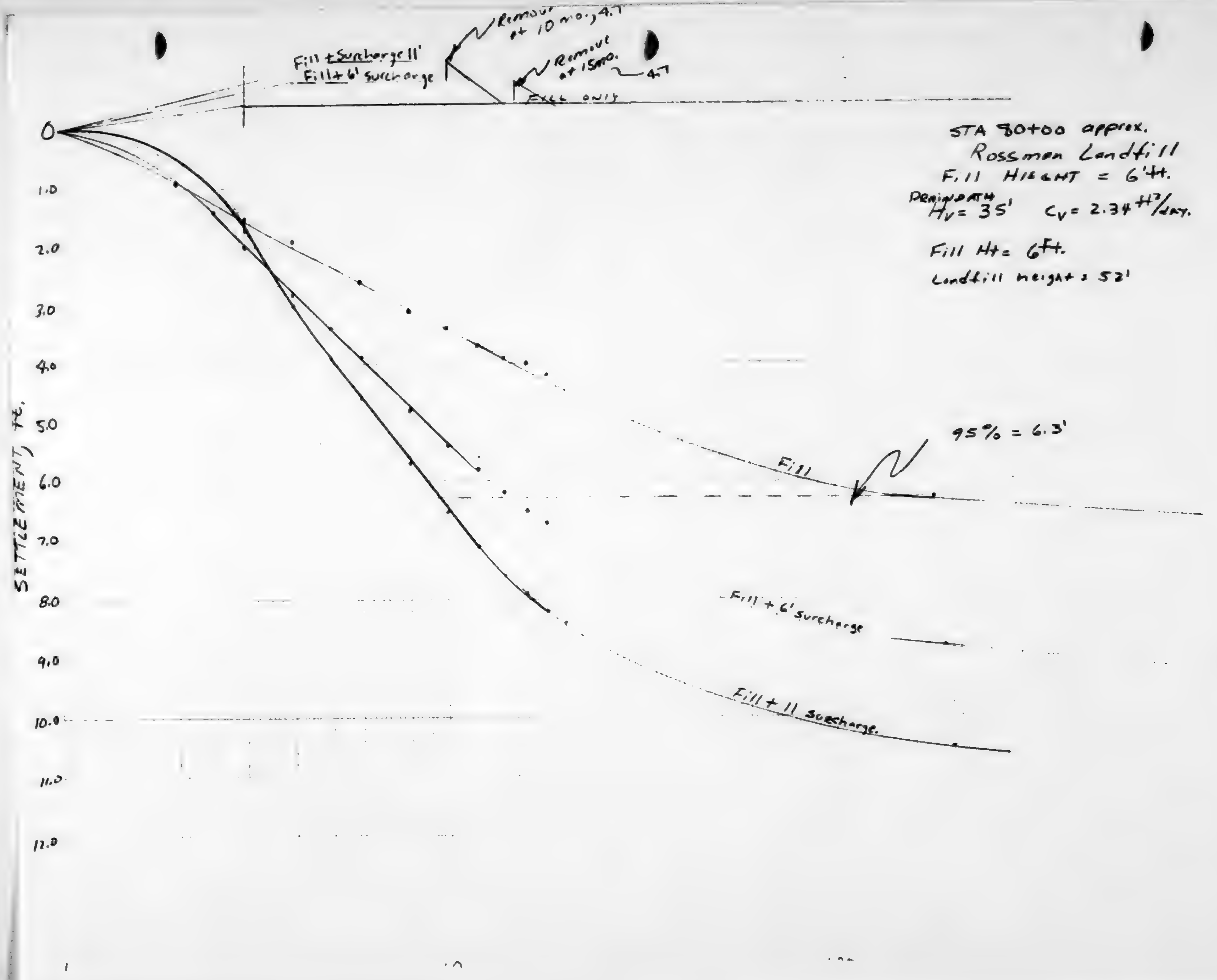
Remove surcharge at $t_{95\%}$ of total settlement.

Fill height = 13'

FOR Landfill $H_L = 36'$ ft.

TS 4-16-83

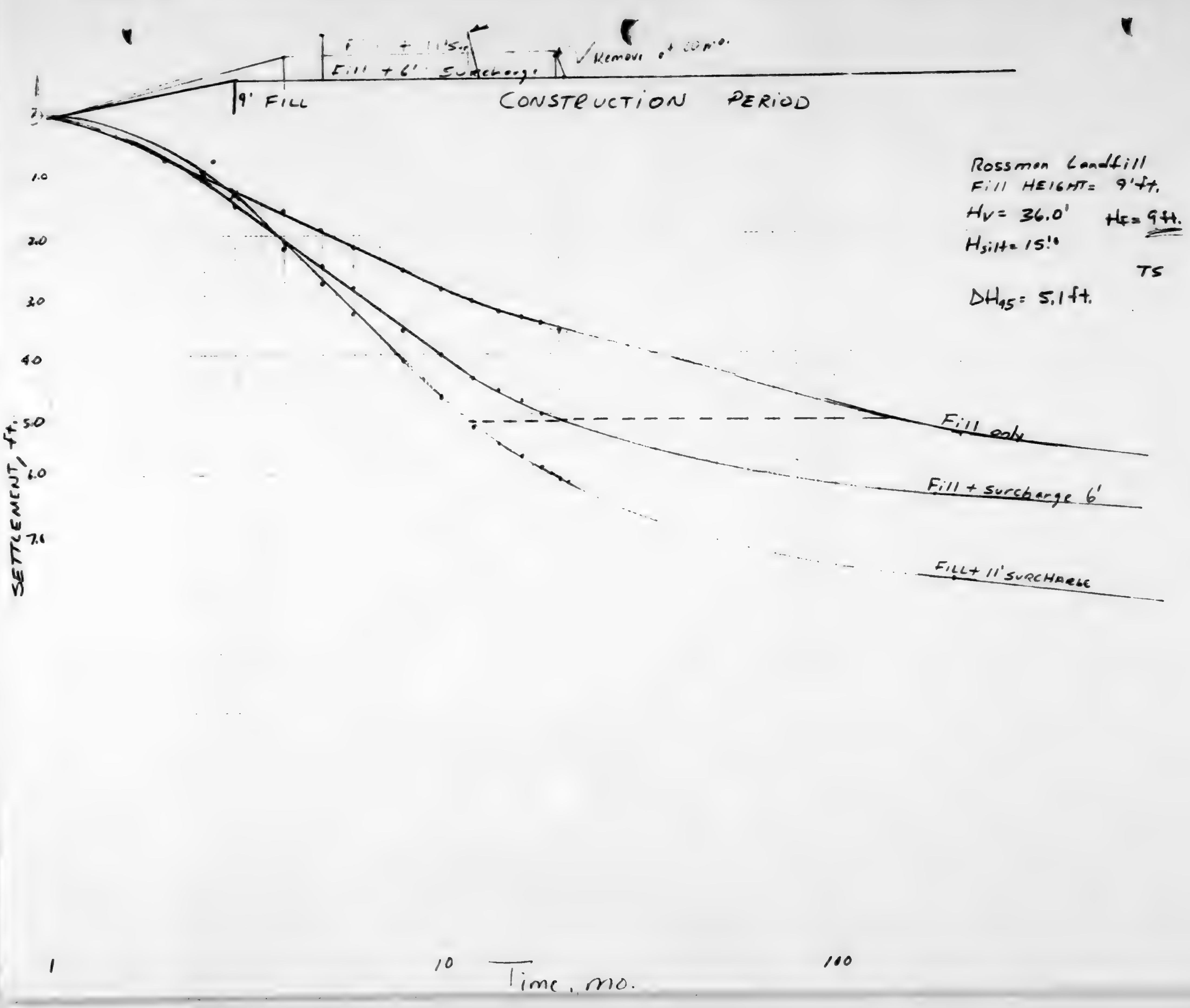
Assumed no silt cover material, included in landfill height



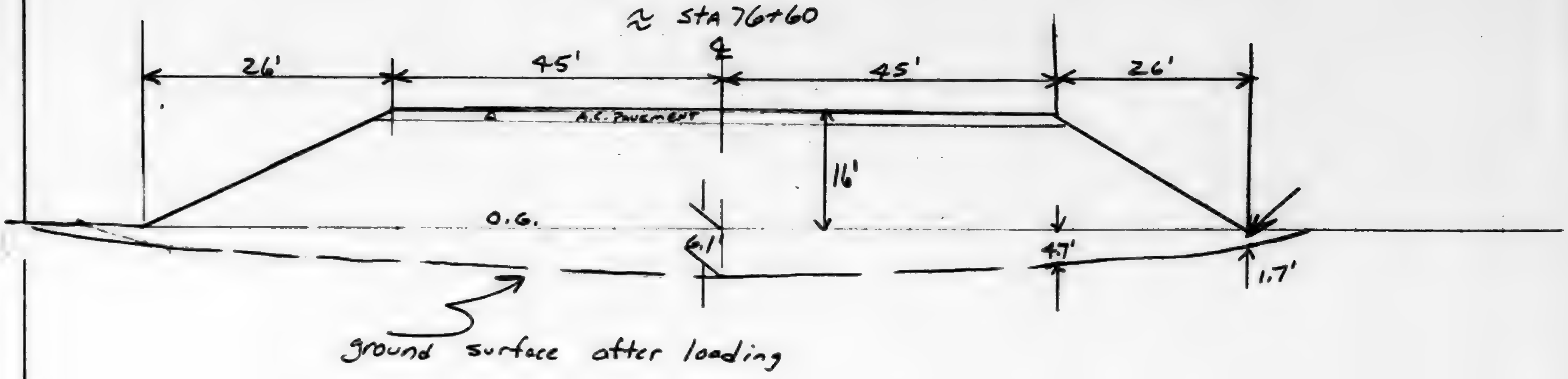
STA 80+00 approx.
Rossman Landfill
Fill HIEGHT = 6'ft.
DRAINPATH H_V = 35' C_V = 2.34 ft²/day.

Fill Ht = 6 Ft.
Landfill height = 52'

Gi 17A


Fill + 11'Sur
Fill + 6' Surcharge
Removal of
9' FILL
CONSTRUCTION PERIOD
Rossman Landfill
Fill HEIGHT = 9' ft.
H_V = 36.0'
H_F = 9 ft.
H_{silt} = 15.0
TS
DH_{95} = 5.1 ft.
Fill only
Fill + surcharge 6'
FILL + 11' SURCHARGE
SETTLEMENT, ft.
0
1.0
2.0
3.0
4.0
5.0
6.0
7.0
1
10
100
1,000
Time, mo.

22/46


≈ STA 76+60
℄
26'
45'
45'
26'
A.C. PAVEMENT
16'
O.G.
6.1'
4.7'
1.7'
ground surface after loading

SETTLEMENT X-SECTION
Rossman Landfill
Scale 1" = 20'

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: E. S. Hunter
Assistant State Highway Engineer
Technical Services Branch

DATE: April 15, 1983

FROM: J. H. Versteeg
Road Design Engineer

J H Versteeg

SUBJECT: Status Report
Transfer Funds
Oregon City Bypass

MSD Authorization		$ 23,000,000
Spent to Date		
Preliminary Engineering	$ 1,200,000	
Right-of-Way	4,700,000	
Construction	6,000,000	
Total	$ 11,900,000	
Authorization Balance		$ 11,100,000
Balance to Complete Surcharge Option		
Preliminary Engineering	$ 20,000	
Right-of-Way	500,000	
Construction (Surcharge)	12,000,000	
Total to Complete	$ 12,520,000	
Shortfall Surcharge Option		$ 1,420,000
Balance to Complete Structure Option		
Preliminary Engineering	$ 20,000	
Right-of-Way	500,000	
Construction Structure Option	17,000,000	
Total to Complete	$ 17,520,000	
Shortfall Structure Option		$ 6,420,000

JHV:rw

cc: D. R. Adams
E. L. Hardt

NOTED
E. S. HUNTER

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FOR

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81-125-1387

HIGHWAY DIVISION

Edward L. Hardt
Metro Region Engineer

April 11, 1983

Robert N. Bothman
Assistant State Highway Engineer

Oregon City Bypass

Following are some thoughts which come to mind regarding the Oregon City Bypass.

A bypass of Oregon City has been a project pushed by Clackamas County for many years. Our Commission, on numerous occasions, agreed to the need but not the priority, and therefore the project never came to fruition.

When the Mt. Hood Freeway withdrawal occurred, Clackamas County and Oregon City immediately zeroed in on the Oregon City Bypass. The project was initiated as a County project and pushed through the process of distributing the Mt. Hood monies. Oregon City and Clackamas County, with our assistance, succeeded in gaining the necessary interstate transfer funding for the project.

The Department, however, did not commit to the match until the subject of the Banfield Light Rail Fund was negotiated by Portland Region in order to provide the majority of the match for the transit portion of that project. When those negotiations occurred, two major components were involved, as I recollect. First, the transfer of the existing federal funds and other programs from the Metropolitan Region to other portions of Oregon (that's the $32 million package of primary and urban funds which was transferred from the Portland Region to other portions of the state). Second, because of Representative Whallon's involvement as Chairman of the House Transportation Committee, the negotiations also indirectly included Fred Klaboe's agreement to provide match for the Oregon City Bypass. That convinced Representative Whallon of the need to proceed with the Light Rail Construction Fund.

The package was further complicated because of Representative Lindquist's involvement. He was very interested in the 212 Project. As a result, the 212 Project, 217 Project and 190th Project evolved from the I-505 Freeway which then provided the necessary funds for that project.

The State worked very close with the County and City to form a very strong support for the Oregon City Bypass needed to move such a large project through the process. It should be pointed out that this could likely be the last bypass built of such a magnitude. It also represents building the bypass through the impacted canyon. The project involved the hospital, churches, and schools. Regarding the alternatives, however, throughout the project there maintained an active thrust to proceed with the project which carried it to its success. As that goes, I think the entire Oregon City area should be satisfied with their efforts. The project succeeded only because of the State, Region, County, City and public push for the project.

Also of some interest was Mayor Goldschmidt's involvement at a time he was the leader at CRAG. He became deeply involved and supported the bypass project in order to gain support for a major package of City of Portland projects. The County then traded off the interstate transfer funding for Portland projects and state funding for the Banfield Transitway in order to gain the federal and state funds for the bypass.

Oregon City was involved in the sense of assuming the jurisdiction for the existing highway including the Abernethy Creek bridge. We held firmly to that agreement. The City then bought into the project by assuming the responsibility for the old highway and getting the bypass for the city.

Technically, the bypass was the first project developed in Metro by the computer. The engineering cost was somewhat higher because of the use of the computer, however, I am convinced that the design saved sufficient cost to more than pay for the engineering cost.

A citizens advisory committee was very active on this project and probably should also be mentioned, if or when appropriate, as being very cooperative and working positively to work out the bugs in the design, at the north end, south end and through the canyon.

You know the story on the beginning of the construction, problems with slides and drainage, all leading a significant project for us in providing the bypass.

RNB:lb

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO

DES 16

TO: E. L. Hardt
Metro Region Engineer

DATE: April 11, 1983

FROM: J. H. Versteeg
Road Design Engineer

SUBJECT: Rossman Landfill
Oregon City Bypass
Clackamas County

I discussed Teams I's recommendation for the construction across the Rossman Landfill with Ed Hunter. It is his recommendation that a structure is the desired alternative. He requested that we pursue funding for the structure option.

JHV:rw

Attachment

cc: E. S. Hunter With/Attachment
Team I Members

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FOR

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81-125-1387

STATE OF OREGON **INTEROFFICE MEMO**

TO: E. S. HUNTER
Asst. State Highway Engineer

DATE: March 7, 1983

FROM: EDWARD L. HARDT
Metro Region Engineer
Edward L. Hardt

SUBJECT: Construction Across Rossman Landfill
Oregon City By-Pass

I would like to have the opportunity to meet with you, Scott Coulter and possibly Pat Schwartz and Bob Bothman to discuss the proposed structure across the Rossman landfill. While we agree that the structure may be the best engineering solution to the problem it poses an unmanageable funding issue for the region.

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Because of obvious fiscal and associated political problems created by the $5 million shortfall if the structure alternative is chosen, I strongly recommend we meet with Mssrs. Coulter, Bothman and Schwartz to review the construction alternative as well as other funding options if the structure is still favored.

Attachments
cc: Scott Coulter w/attachments
Pat Schwartz w/attachments
R. N. Bothman w/attachments
cys 3-11-83

3-11-83
cy Hardt

Final decision awaiting your review of the proposal "Dynamic Compaction" which Dersley sent in the last day or two -
Ed.

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81-125-1387

DEPARTMENT OF ENVIRONMENTAL SERVICES
COUNTY OF CLACKAMAS
STATE OF OREGON

JOHN C. McINTYRE
Director

WINSTON W. KURTH
Deputy Director

ARDIS M. STEVENSON
Assistant Director

February 22, 1983

Ed Hardt
Region I
Oregon Dept. of Transportation
9002 S.E. McLoughlin Blvd.
Milwaukie, Oregon 97222

I am aware of design alternatives being considered by the State for the Oregon City Bypass crossing Rossman landfill. I am concerned that ODOT may assume that Clackamas County will provide whatever E-4 financing is necessary for any design.

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I would hope that if design alternatives exceed this maximum amount, the State could identify additional funding from an appropriate category which has been recently increased by the 5¢ federal gas tax.

Winston W. Kurth

Winston W. Kurth
Deputy Director

WWK:tlo

1/1

902 ABERNETHY ROAD ★ OREGON CITY, OREGON 97045 ★ (503) 655-8521

Sec. 160

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: Memo to File

DATE: March 30, 1983

FROM: J H Versteeg
J. H. Versteeg
Road Design Engineer

SUBJECT: Rossman Landfill
Oregon City Bypass
Cascade Highway South

Versteeg
Anderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

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MAY 12 1983
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Action

The compaction of the Rossman Landfill has been studied in some detail. Two alternates: one using dynamic compaction, the other using surcharging embankment are being considered. Because of funding limits which eliminated the structure alternate, one of these alternates will be recommended for construction.

I. DYNAMIC COMPACTION ALTERNATE

1. Estimated Cost $3,500,000
2. Project open to traffic November 1, 1985
3. Disposes of 65,000 cu. yd. of material from the Bloom Landfill
4. Minor disruption of the leachate system by dynamic compaction
5. Minor interference with the gas system by dynamic compaction
6. Differential settlement minor
7. Long-term settlement determined as minor, less than a foot
8. Requires importation of 65,000 cu. yd. of gravel for a work platform

II. SURCHARGE EMBANKMENT ALTERNATE

1. Estimated cost $2,500,000
2. Surfacing complete, open to traffic November 1, 1985
3. Disposes of 65,000 ft. cu. yd. from the Bloom Landfill
4. Minor interference with the leachate system by landfill consolidation
5. Minor interference with the gas system by landfill consolidation
6. Differential settlement very minor
7. Long-term settlement acceptable in the range of 1:2 ft.
8. Surcharge settlement time eight months

Based on the difference in cost and expected performances, the Surcharge Alternate should be selected.

81-125-1307

Following are excerpts from the attached letters and report:

1. Marion Craft recommends Surcharge Alternate.
2. Duane Christensen recommends Surcharge Alternate.
3. Walt Hart suggests dynamic consolidation: may be modestly more effective.
4. Frank Terpin recommends delay for further exploration.
5. Ed Johnsen's report (attached) favors Dynamic Compaction Alternate. Recommends more investigation before making decision.

JHV:rw

Attachments

~~cc: Team 1~~

1572

160

STATE OF OREGON
LOCATION UNIT

INTEROFFICE MEMO
LOC 16

TO: J. H. Versteeg
Road Design Engineer

DATE: March 22, 1983

FROM: ORIGINAL SIGNED BY
FRANK E. TERPIN
Frank E. Terpin
Location Engineer

SUBJECT: Rossman Sanitary Landfill
Oregon City Bypass
Clackamas County

1 Versteeg ✓
2 Anderson A
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

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In response to your request for comments on the proposal to consider dynamic compaction as an alternate method of construction, if approval for funding the structure is not received, I am attaching two letters from Ed Johnsen on the subject.

The first, dated March 8, concerns a subsurface exploration to acquire data on the material constituting the landfill.

The second, of March 10, contains some observations concerning the proposed alternatives with perceived advantages and disadvantages of each.

In our discussion this afternoon I learned that, contrary to Johnsen's statement that dynamic compaction was the cheapest, your information said that the surcharge was cheapest.

I recommend that the exploration program be implemented. The testing results may indicate a preference for one or another of the proposed alternatives.

Also, the testing will determine if compressible material exists below the landfill on which the dynamic compaction would have no effect. From Johnsen's remarks, it appears that whatever is done in the area of the landfill will have an undesirable effect on the landfill, leachate collection system, the gas collection system and the impervious barrier enveloping the landfill material. It appears that the dynamic compaction alternate may impact it the least.

Item No. 4 in disadvantages of the surcharge alternate states that the depth of influence may be deeper than the depth of landfill. If this is the case, then the dynamic compaction alternate will not produce that consolidation and the fill would continue to settle in future years.

REFERRED TO

Watson Mann
Cole Stoudenmeyer
1 Eriksen F.E. King
Beard Dorn Leu
Return Discuss Do File Due
By FINAL DESIGN ENGINEER

Hal is making recommendation.

81-125-1367

Contains Recycled Materials

Due to the foregoing reasons, I recommend that the selection of the alternate be delayed until the results of the explorations have been obtained and evaluated.

FET:ja

Attachments (2)

cc Walt Hart w/attachments
Don Adams "
Ed Hardt "
J. B. Boyd "
C. T. Keasey "
Ed Johnsen "

STATE OF OREGON
Highway Division

INTEROFFICE MEMO

TO: Frank Terpin
Location Engineer

DATE: March 10, 1983

FROM: Ed Johnsen Ed
Geotechnical Engineer

SUBJECT: Construction Across the Rossman Landfill,
Oregon City Bypass,
Clackamas County.

Much concern has been generated concerning the alternatives of stabilizing the Rossman Landfill on the Oregon City Bypass. The purpose of this letter is to discuss the alternatives being considered and the decomposition process of the landfill.

Site Description

The Rossman Landfill is located just outside of Oregon City, right off Interstate 205. The landfill is privately owned and operated and it is still in operation at the south end. The proposed highway embankment covers approximately 8.5 acres on the north end of the landfill.

Filling operations on the north parcel began in 1973 and were completed in 1978. Attached is a map which shows the highway easement on the landfill. The composition of the landfill is shown in Figure 1.

Table 3-3
RESULTS OF SOLID WASTE COMPOSITION SURVEY
ROSSMAN'S LANDFILL
(November 1979)

Component	Composition Residential	Composition Commercial
Light Organics	40.3	39.1
Heavy Organics	33.6	34.9
Newsprint	8.1	5.9
Corrugated Cardboard	5.1	10.5
Ferrous Metal	6.6	5.7
Miscellaneous Inorganics	6.3	3.9
TOTAL	100.0	100.0

Source: "Solid Waste Characteristics and Flow in the Portland Metropolitan Service District," SCS Engineers, February 1980.

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LOCATION SECTION

Closure of the landfill in 1978 included installation of gas wells, a leachate collection system, and a 2 to 3 foot soil cover on the top of the refuse.

Prior to the filling operation of the landfill, the site was a flat marshy area, which was subject to flooding. A contour map on the area prior to 1970 shows the natural ground elevation to be 24 ft. (MSL). The underlying material is assumed to be clayey-silt layers separated by sand lenses and gravelly sands. The formation of these layers probably resulted from channel changes of the Willamette River. Previous drilling done on the site for the I-205 over-crossing and the railroad bridge suggests that bedrock is at elevation -40 ft. (MSL). However the DEQ and CHZMHill have put in monitoring wells around the south-western edge of the landfill and they did not encounter bedrock until elevation -100. We have previously recommended sub-surface exploration be performed by the region, which will give a profile of the soils present at the site. (See letter of 3/3/83)

Settlement of the Landfill

A review of the literature on landfill settlements suggest that the settlement due to the weight of the landfill itself is approximately 30% of the height of the fill, with 20% taking place during the first six months and the remaining 10% during the following 18 months (1). In its present state, the Rossman Landfill has reached stability, but with the additional highway fill the settlement will be between 8 to 10 feet. The settlement due to the anaerobic decomposition of the fill is a relatively small amount. A study done by the University of California on different landfills, suggests that the settlement due to decomposition is on the order of two to four inches per year (2). The decomposition, or secondary compression, decreases at a logarithmic rate and it is assumed to be completed in 30 years.

Differential settlement of the landfill is caused by nests of boulders, building debris, large pieces of metal, stumps, tires, or any other large materials which are resistant to compaction. Only 12% of the material in the Rossman Landfill is incompressible and it is unlikely that this material is nested, therefore the differential settlement is expected to be minimal.

Decomposition and the Production of the Leachate

The other concern for the landfill is the leachate produced in the decomposition process. The leachate is made up of organic acids, and sulfide gas in the presence of water. The leachate is highly corrosive and presents a serious problem to water quality.

As a landfill ages the available oxygen for aerobic decomposition is depleted and anaerobic microorganisms take over the decomposition process. There are two processes involved. First, the breakdown of organic materials by facultative and anaerobic microorganisms to organic acids. Second, the breakdown of these acids to methane and carbon dioxide (3).

After the release of the methane and carbon dioxide gases the remaining volume is comprised of hydrogen sulfides and hydrogen.

Generally speaking, the leachate produced from a landfill is high in minerals, hardness, chemical oxygen demand, plant nutrients, turbidity, and color. The leachate production is dependant upon four factors:

1) Types of waste materials (organic - inorganic, degradable - nondegradable, and soluble - insoluble).
2) Landfill conditions (temperature, pH, redox potential, moisture, and age).
3) Sources of water and its characteristics.
4) Compostion of the covered soils.

The movement of the leachate is a function of the groundwater. Any water not maintained in the structure will move the leachate through the landfill. Therefore, a reduction in the field capacity of the soil, caused by a decrease in the void ratio, will increase the flow of leachates. There are two ways of controlling the leachate flow. One way is to install a collection system, and another way is to limit the infiltration of water into the site. Since the Rossman Landfill was placed on a relatively flat surface the assumption has been that the excess leachate is being collected by the pipe network on the north edge. We have proposed a groundwater study to determine the leachate flow direction. The study will answer many of the questions concerning the highway fill's effect on the leachate collection system.

Discussion of the Alternatives

Three alternatives are being considered for stabilizing the landfill. 1) dynamic compaction, 2) surcharging, and 3) construction of a bridge. One thing should be understood prior to discussing the alternatives of treatment and that is that all the alternatives will have an effect on the landfill to some degree.

Dynamic compaction:

Dynamic compaction consists of dropping a weight from a certain height, failing the soil and altering the upper part of the soil skeleton. The weight usually used is 18 tons failing from 60-70 ft. The dynamic compaction is done in 3-4 passes, on a 15 ft. center spacing between drops.

After a pass is completed the site is leveled, thereby filling the cavities created by the dropped weight. Cavity depth can be varied by the number of drops, and will depend on the depth of influence desired. For the Rossman Landfill, the depth of influence would be a maximum of 35 ft. in the high fill sections and can be reduced to 25 ft. near the collection pipes.

The advantages of the dynamic compaction:

1) Can control the compaction and observe the amount of settlement.
2) Gas collection wells can be relocated within the highway easement after compaction.
3) Compaction can be done at any time of the year, but would take less time to complete if done when groundwater level is low.
4) Lowest cost alternative and requires a shorter period of time. The cost for compaction is roughly $11/sq. yd., and would take 2 to 3 months to complete.

The disadvantages of the dynamic compaction:

1) May create a blockage between the landfill and the existing collection system. It should be mentioned that the 10-15 ft. fils alone would create the same blookage.
2) Will damage the existing gas collection systems on top of the refuse, however the effect on the leachate collection system can be controlled by monitoring.
3) The top 7-10 ft. of the refuse soil cover will be inter-mixed with the crushed rock platform, thus producing a pervious zone.
4) Long-term settlements due to decomposition of the refuse. The Arkansas State Highway Department has used dynamic compaction on a similar landfill and no appreciable settlements have occurred.
5) Dynamic compaction has never been done by the Oregon State Highway Department.
6) May slow the decomposition by altering the factors which control the anerobic decomposition.

Surcharging:

The second alternative to stabilizing the landfill is using a 11 ft. surcharge. Fred Yarbrough had originally recommended a 6 ft. surcharge, but with an excess of material the surcharge was increased to 11 ft. The surcharge was to be left on for one year and approximately 5-6 ft. of surcharge would be removed and used to construct a portion of the Bypass. The surcharge is a static load, and therefore, a separation of the fill and the natural ground exists at all times.

Advantages of using the surcharge:

1) Has been used on landfill before with limited success.
2) Will not be any inter-mixing of the fill and the refuse.
3) Material removed after the waiting period can be used as fill embankment elsewhere on the project.

Disadvantages of using the surcharge:

1) Should not be used where the void ratio cannot be determined. The void ratio controls the height of the surcharge and the length of time that the surcharge is left on.
2) Long-term settlements on the order of 1-2 ft. are possible (excludes that related to organic decomposition).
3) Rebound of the refuse once the surcharge is removed. Since much of the landfill is comprised of light and heavy organics, they may swell after the surcharge is removed.
4) The depth of influence due to the fill plus surcharge would be deeper than the landfill, thereby creating a block to the collection system.

The cost of surcharging is estimated to be $3 million, and a period of one year is required before removing the surcharge.

Constructing a bridge:

The last alternative being considered is bridging across the landfill. The bridge would be supported on piles driven into the soil underlying the landfill.

Advantages of using a structure:

1) Reduction of long-term maintenance costs.
2) Reduction of potential damage to the leachate collection system. (Assuming a bent is not placed near the collection system.)

Disadvantages of using a structure:

1) Piles would need to be resistant to the corrosive atmosphere of the landfill. Concrete piles, with sulfate cementing agents have been used in landfills before.
2) Gas may build up in the pile groups while the piles are being driven. The gas could be explosive.
3) May contaminate the underground aquifer, thus driving piles through the clayey silt layer. May decrease its effectiveness as a impermeable barrier.
4) May be difficult to dispose of the mateial from Bloom's Landfill and may not be aesthetically pleasing.
5) A structure is costly—on the order of $5.1 million.

Conclusion and Recommendation

Several of the alternatives and their effects on the landfill have been discussed in this report. A rational and well-thought-out approach should be taken in deciding the "best" alternative.

The sub-surface exploration program that we have previously recommended may help in choosing the alternative. A research project should be set up to monitor the settlements, and to report the data and the success of failure of the chosen alternative. If a research project is set up, we may be able to receive federal money if something does happen in the future.

STATE OF OREGON
Highway Division

INTEROFFICE MEMO

TO: Frank Terpin
Location Engineer

DATE: March 8, 1983

FROM: Ed Johnsen Ed
Geotechnical Engineer

SUBJECT: Subsurface Exploration of Rossman Landfill on the Oregon City Bypass.

To further the investigation of the alternatives to treatment of the Rossman Landfill, subsurface exploration needs to be performed. The purpose of this letter is to justify the drilling program, to locate the test holes, and to recommend the laboratory and field testing.

Success of the alternatives being considered in treating the landfill primarily rests upon the type of material that is below the landfill. The only information that we have been able to gather was obtained from a report by the Metropolitan Service District, and only one hole was located within the proposed highway right-of-way. The information obtained from this hole suggests that a ten foot layer of clay separates the refuse from sand and gravels. The purpose of the drilling would then be to:

(1) Develop a soil profile of the site.
(2) Take undisturbed samples of the clay to determine its permeability, strength and compressibility.
(3) Run standard penetration tests in both the clay and sand-gravel layer (The standard penetration tests would be used by the Foundation Unit in determination of the type and lengths of piles required).
(4) Determine the depth of the groundwater.

Location of Borings

A minimum of four holes need to be filled at the site. Attached is a plan view showing the four hole locations on the landfill. At least one hole should continue to bedrock or continue to a depth where refusal occurs for a minimum length of ten feet. A 3/4" plastic, perforated pipe should be inserted in TB #82-3 to measure the groundwater level. All holes should be back-filled with sand and a five foot concrete plug should be poured on tip of the hole and in the clay-silt layer to seal the underground aquifer from the leachate. Undisturbed samples should be taken in the mid-height of the clay layers encountered.

Laboratory and Field Testing

The following lab tests should be performed on the undisturbed samples:

(1) Confined compression tests.
(2) Consolidation tests.
(3) Constant-head permeability tests.
(4) Classification tests.

Once the samples are obtained, we can coordinate the lab testing program to fit the type of material encountered.

The following field tests are recommended:

(1) Standard penetration test every five feet of depth.
(2) Oregon Miniature Pile test on the sand and gravels encountered.

Additional field testing should be done to determine the flow direction of the leachate. Much concern has been raised concerning cutting off the leachate flow into the pipes. I have talked with Bill Milne and John Demezas about the field testing and they suggested using fluorescein dye. The dye can be inserted into one borehole approximately ten feet above the clay silt layer and monitoring can be done in other established holes and in the existing system. Both Bill and John are available to help Region 1 set up the monitoring program. Once approval of the drilling program is received, our office should be contacted so that we can set up the monitoring program and discuss the drilling with Region 1.

EJL-TSS:tab

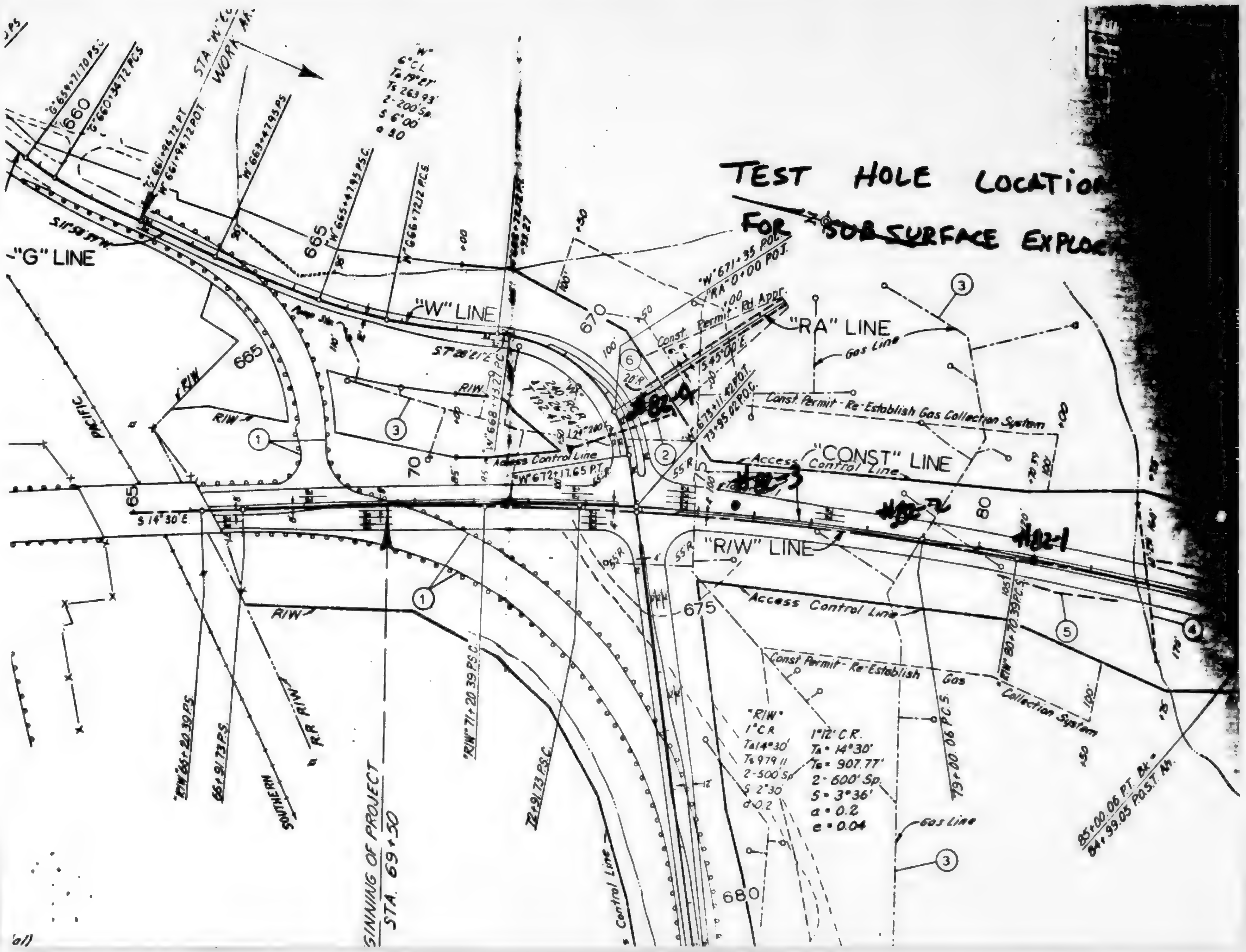
Enclosure

cc: J. H. Versteeg
J. B. Boyd
Walt Hart
Jack Davis
Clarence Eshelman

RECEIVED
MAR 08 1983
LOCATION
SECTION

TEST HOLE LOCATIO

FOR SUBSURFACE EXPLO



"G" LINE
"W" LINE
"RA" LINE
"CONST" LINE
"R/W" LINE
STA. "W" WORK AR.
'G' 659+71.10 P.S.C.
'G' 660+34.72 P.C.S.
'G' 661+94.72 P.T.
'W' 661+94.72 P.O.T.
'W' 663+47.95 P.S.
'W' 665+47.95 P.S.C.
'W' 666+72.12 P.C.S.
'W' 668+13.27 P.C.
'W' 672+17.65 P.T.
'W' 671+35 P.O.J.
'RA' 0+00 P.O.J.
'W' 673+11.42 P.O.T.
73+95.02 P.O.C.
"W" 6°C.L. Ta 19°27' Ts 263.93' 2-200' Sp. S 6°00' e 0.80
240' R.C.R. Δ 77°26'24" T 192.41'
S 11°58'37" W.
S 7°28'21" E.
S 45°00' E.
S 14°30' E.
660
665
670
675
680
65
70
80
Const. Permit - Rd. Appr.
Const. Permit - Re-Establish Gas Collection System
Access Control Line
Gas Line
R/W
55' R
20' R
H82-4
H82-3
H82-2
H82-1
'R/W' 71+20.39 P.S.C.
72+91.73 P.S.C.
'R/W' 65+20.39 P.S.
65+91.73 P.S.
'R/W' 80+70.39 P.C.S.
79+00.06 P.C.S.
"R/W" 1° C.R. Ta 14°30' Ts 979.11 2-500' Sp. S 2°30' e 0.2
1°12' C.R. Ta = 14°30' Ts = 907.77' 2-600' Sp. S = 3°36' a = 0.2 e = 0.04
85+00.06 P.T. Bk. = 84+99.05 P.O.S.T. Ah.
BEGINNING OF PROJECT STA. 69+50
SOUTHERN PACIFIC
R.R. R/W
Gas Collection System
①
②
③
④
⑤
⑥

9592 Sec. 160

STATE OF OREGON **INTEROFFICE MEMO**

TO: HAL VERSTEEG
Road Design Engineer

DATE: March 22, 1983

FROM: MARION CRAFT Marion Craft
Metro Region Construction Engineer

SUBJECT: ROSSMAN LANDFILL
Oregon City Bypass
Cascade Highway South

As a former Foundation Engineer, I'd like to see and be involved in putting together and building a project like this Dynamic Consolidation proposal, however, after hearing the presentation, and seeing the movie, I seriously question whether this garbage dump is the place to try it out. There doesn't seem to be any significant savings involved, and with the preparation, testing, evaluation, etc., necessary the time saved probably isn't significant.

I'm sure there are, or will be, locations where this method of pre-consolidation would be beneficial, but I wouldn't recommend its use on this project.

MC/gw
cc Wendell Stanley

RECEIVED
MAR 25 1983
ROAD DESIGN SECTION

[✓ Versteeg] ✓
[✓ Anderson] ✓
Adams
Macnab
Stoudenmayer
Turpin
Trout
Wakerlig

Do Not File ☐
Return To
Bring Up / /
Action

Contains Recycled Materials

SUIT SUMMARY

CLAIM FILE # 734-990-L-8241

SUIT STYLED Patrick L. Lilly & Judy Lilly v Richard Shrake and State DOT

COURT Circuit 82-4-257 COUNTY Clackamas

TORT ALLEGATIONS:

OTHER ALLEGATIONS (Non-Tort): Adverse Possession

SUMMARY OF OCCURRENCE OR ACCIDENT: Lilly claiming property sold to state by Shrake.

SUMMARY OF INJURY OR DAMAGE: Complaint seeks Quiet Title

JOINT TORT FEASORS N/A PERCENT OF NEGLIGENCE

PRAYER - SPECIALS $ GENERAL $

ATTORNEY FEES $ OTHER RELIEF $

DEMAND $ SETTLEMENT OFFERED $ PROPOSED $

ANTICIPATED ADDL LEGAL FEES & EXP RELATED TO STATE'S DEFENSE $ 4000

ESTIMATED NEGLIGENCE OF STATE DEFENDANTS N/A %

ESTIMATED PROBABLE CHANCE OF WINNING ~~100~~ 99 44/100 %

PROBABLE JUDGMENT IF CASE LOST $ N/A

ESTIMATE OF PLAINTIFF'S COMPARATIVE NEGLIGENCE N/A %

SHOULD SETTLEMENT BE CONSIDERED FROM FACTS DEVELOPED TO DATE ___ YES [✓ NO]

REMARKS Small strip of property involved

ASSIGNED ATTORNEY Robert A. Pekrsen DATE 3-15-83

JRMcC:ls
11/5/81

Cie. Gran Salem

March 14, 1983

Mr. David Abraham
Utilities Director
Department of Environmental
Services
Clackamas County
902 Abernathy Road
Oregon City, OR 97045

Sanitary Sewer Line Installation
Tri-City Service District
Park Place-Newell Creek Section
Cascade Highway South
Clackamas County
Project No. IX-78(6)

Dear Mr. Abraham:

The Oregon State Highway Division, at the request of the Tri-City Service District, has included the installation of a new 24-inch ductile iron sewer pipe on the Redland Road overcrossing structure as part of the Park Place-Newell Creek Section highway construction project. The proposed installation is as shown on Sheet No. 4 and Structure Drawings Nos. 37339, 37340, 37341, 37343, 37344, 37344, 37345 and 37346 of the project construction plans dated January, 1983 and sent to you by my letter of January 10, 1983.

The 24-inch ductile iron sewer pipe to be installed is a new facility and not a replacement, therefore, the cost of the installation is the responsibility of the Tri-City Service District.

Bids were received by the Oregon Transportation Commission for the Park Place-Newell Creek Section project on January 27, 1983. The successful low bidder is Ross Bros. Construction, Inc. 3501 Brooklake Road North, Salem, OR 97303.

The installation of the 24-inch sanitary sewer line is contained in the State's contract under Item 12 - Trench Excavation and Item 22 - 24-inch Ductile Iron Sewer Pipe. The estimated cost of the sanitary sewer line at the low bid unit prices (copy of bid prices is attached) is as follows:

12.	Trench Excavation	35 C.Y. @ 5.00		$ 175.00
22.	24-inch Ductile Iron Sewer Pipe	396 L.F. @ $50.00	=	$19,800.00
	TOTAL ESTIMATED COST			$19,975.00

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MAR 15 '83
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FOR
Info | Inves | R/D | D/R | Sign | Act | File

The final installation cost will be based on actual quantities of Items 12 and 22 required to accomplish the installation.

The Oregon State Attorney General's office has set forth an opinion, based on the statutes governing the allocation of highway construction costs, that the cost of non-highway construction (your new 24-inch sanitary sewer line in this case) must be deposited with the agency administering the highway construction contract in advance of actual construction. The Oregon State Highway Division will be administering the contract for this project, therefore, the Tri-City Service District will be required to forward payment to the Oregon State Highway Division before the work is started.

If the terms set forth above for the installation and payment for the installation of the District's 24-inch ductile iron sewer pipe is acceptable to the Tri-City Service District, please have the appropriate official(s) execute two (2) copies of this letter in the space provided below and return the two copies to this office.

Yours truly,

Jack M Cartwright

Jack M. Cartwright
Utility Relocation Coordinator

APPROVED:

TRI-CITY SERVICE DISTRICT

Date______________________________

By______________________________

By______________________________

JMC/llr
bc: D. E. Wilken
E. S. Hunter
D. E. Swan
E. L. Hardt
Pete Gonzalez
Avery Nelson
Ted Inloes

STATE OF OREGON **INTEROFFICE MEMO**

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STATE HWY ENGR
MAR 11 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

TO: E. S. HUNTER
Asst. State Highway Engineer

DATE: March 7, 1983

FROM: EDWARD L. HARDT Edward L Hardt
Metro Region Engineer

SUBJECT: Construction Across Rossman Landfill
Oregon City By-Pass

NOTED
W. E. SCHWARTZ

I would like to have the opportunity to meet with you, Scott Coulter and possibly Pat Schwartz and Bob Bothman to discuss the proposed structure across the Rossman landfill. While we agree that the structure may be the best engineering solution to the problem it poses an unmanageable funding issue for the region.

The basic problem is that all of the interstate transfer funding allocated to the Metro Region has been assigned to specific jurisdictions or specific geographic areas. Clackamas County has no great surplus or reserve particularly in light of the overruns on Highway 212, Lake Oswego Bridge, etc. This means that our office would have to approach another jurisdiction such as Portland or Washington County and MSD with a proposal to eliminate part of the freeway transfer program to transfer the funds to the By-Pass. Since no local jurisdiction would be willing to give up one of its projects for this purpose the only option would be for OSHD to eliminate one of its projects. The only project "sponsored" by OSHD with $5 million in it is the Sunset/217 interchange. However, this project was committed to by the local jurisdictions, the Governor and the Commission as part of the withdrawal program. This project directly impacts jurisdictions other than Clackamas County, and has wide regional support. I believe we are too deeply committed to it to consider cancelling it.

On the other side of the coin the By-Pass project was also part of the withdrawal program and strongly supported by the Clackamas County Legislative delegation as part of the legislative process establishing the general fund match for the Banfield. This strong support continues to exist and was instrumental in successful discussions with Senator Hatfield and Congressman AuCoin to gain adequate obligational authority each year to forward the project. However, Clackamas County's support of the project has a limit as evidenced by the attached letter from Winston Kurth.

Because of obvious fiscal and associated political problems created by the $5 million shortfall if the structure alternative is chosen, I strongly recommend we meet with Mssrs. Coulter, Bothman and Schwartz to review the construction alternative as well as other funding options if the structure is still favored.

Attachments
cc: Scott Coulter w/attachments
Pat Schwartz w/attachments
R. N. Bothman w/attachments

RECEIVED
TECHNICAL SERVICES
MAR 8 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

3-11-83
Hardt
Final decision awaiting your review of the proposal "Dynamic Compaction" which Densitey sent in the last day or two.
Ed.

81-123-1[illegible]87

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STATE OF OREGON
TECHNICAL SERVICES BRANCH

INTEROFFICE MEMO
DES 16

TO: Ed Hardt
Metro Region Engineer

DATE: February 28, 1983

FROM: J H Westey for
E. S. Hunter
Assistant State Highway Engineer

SUBJECT:

Construction Across Rossman Landfill
Oregon City Bypass
Clackamas County

As you know, we are struggling to determine the best solution to building a highway across the Rossman Landfill. In Don Adams' Memo to File dated January 27, of which you have a copy, he discussed three alternatives to the original proposal for crossing the landfill. We have discarded two of these concepts -- that of lowering the grade from the original profile and trying to use dynamic compaction.

3/2 asked for
cy

Of the remaining alternatives (build the highway on its original profile or to build the highway on a structure across the landfill), the latter is the preferred solution. A structure across the landfill reduces the number of uncertainties that the Right-of-Way Section faces in its negotiation with owners of the Rossman Landfill. The pile support construction will not be nearly so damaging or impact the landfill as much as the original proposal. The Bloom Landfill material would be placed under the structure. There is no need to surcharge the fill and the fill in its final form will not be as high as the finished grade of a highway constructed across Rossman's Landfill. With the structure, there is less potential damage to the existing leachage system that has been placed under the landfill and the method to handle gas accumulation is modestly improved.

More critical to the Department in terms of service is the reduced future maintenance and improved service characteristics of a structure as opposed to a fill placed over Rossman's Landfill. The fill will settle substantially, due to decomposition of materials in the landfill. Surcharging would remove some of this settlement but it would have no effect on settlement caused by decomposition of the material in the landfill. It is expected that differential settlements would occur that would cause an irregular undulation to occur on the road surface. Continuous maintenance of this would be necessary and reconstruction across the fill to re-establish a decent grade would be necessary at least once within the first seven years after highway construction.

A structure across Rossman's overcomes these problems but at a price. The structure alternative requires $5.1 million additional but it provides a location for disposal of the Bloom Landfill, while

81-125-1387

at the same time providing traffic with a high level of service now and in the future over the Rossman Landfill area.

In Adams' January 27 memo, he assumed that the material for the Rossman Landfill would have to be disposed of elsewhere. On further examination, we have found that the Bloom material can be placed on the Rossman Landfill under the proposed structure, still allowing a means of disposing of the Bloom material in a most environmentally accepted manner.

In the interest of maintaining a sound highway system and providing the best possible service to the north Clackamas County area, in and around the Oregon City vicinity, construction of a structure across the Rossman Landfill is far and away the best solution to the problems faced by this unique "geological" factor. Construction of the structure is considered the only sound engineering solution that can be reasonably recommended.

I recognize this poses a financial problem in developing the funds for this project. The most up-to-date reconciliation I have of the expenditures and current estimates of funds necessary to complete the project are listed below. As you can see, a short-fall in available transfer funds exists for either alternative solution.

MSD Authorization		$23,023,040
Spent to Date:		
Preliminary Engineering	$ 1,162,929	
Right-of-Way	4,631,320	
	$ 5,794,249	
Construction	$ 6,022,409	$11,816,658
Unspent Authorization		$11,206,382
Amounts Required to Complete:		
Preliminary Engineering	$ 15,000	
Right-of-Way	500,000	
Total Preliminary Engineering/Right-of-Way		$ 515,000
Construction Remaining:		
Alternate F (Fill)	$11,900,000	
Alternate B (Bridges)	17,000,000	
Total Required to Complete:		
Alternate F		$12,415,000
Alternate B		$17,515,000
Shortfall -- Alternate F		$ 1,209,000
Alternate B		$ 6,309,000

You are requested to seek additional funding for this project, which is recommended as a very high priority project by the MSD Council.

DRA/JHV:ja ean lderson

cc H. S. Coulter (enc.)
Walt Hart
Bruce Boyd
Ed Johnsen
Don Adams
Fred Eriksen

DEPARTMENT OF ENVIRONMENTAL SERVICES
COUNTY OF CLACKAMAS
STATE OF OREGON

JOHN C. McINTYRE Director
WINSTON W. KURTH Deputy Director
ARDIS M. STEVENSON Assistant Director

February 22, 1983

Ed Hardt
Region I
Oregon Dept. of Transportation
9002 S.E. McLoughlin Blvd.
Milwaukie, Oregon 97222

I am aware of design alternatives being considered by the State for the Oregon City Bypass crossing Rossman landfill. I am concerned that ODOT may assume that Clackamas County will provide whatever E-4 financing is necessary for any design.

The maximum total funding available to all costs of the Oregon City Bypass is $20.694 million. This includes a $2.126 million rollback of the project. During the course of the project I had hoped for an underrun in costs based on excellent bid costs and recent rollback.

I do understand the State's concern of perpetual maintenance of a freeway crossing a landfill area. It is with that understanding that a maximum of $20.694 million is set as project limit.

I would hope that if design alternatives exceed this maximum amount, the State could identify additional funding from an appropriate category which has been recently increased by the 5¢ federal gas tax.

Winston W. Kurth

Winston W. Kurth
Deputy Director

WWK:tlo

1/1

902 ABERNETHY ROAD ★ OREGON CITY, OREGON 97045 ★ (503) 655-8521

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: MEMO TO THE FILE

DATE: January 27, 1983

FROM: Donald R. Adams
Final Design Engineer

SUBJECT: Construction Across Rossman Landfill
Oregon City Bypass
Clackamas County

The original proposal to surcharge the highway fill across the Rossman Landfill was compared to three other alternatives proposed to mitigate the effect of potential settlement of the Rossman Landfill after the construction work is completed. The three alternatives were to lower the profile grade, to build a structure over the full length of the landfill, or to compact the landfill dynamically. Our recommendation is to proceed with the current plan, using the 11-foot surcharge.

There are some concerns about this construction method over Rossman's landfill. The principal concern is the future subsidence of the landfill due to continued consolidation of the fill material, but even more because the chemical decomposition will cause differential settlements in the landfill. This differential settlement reflected in the roadbed would require rebuilding and resurfacing of the highway across the fill for ten years or more. Also, the fill material to be placed on the Rossman Landfill comes from the old Bloom Landfill south of Abernathy Creek. All of the material removed from the Bloom Landfill under this contract is to be placed on the Rossman Landfill. There is no other satisfactory location for this approximately 65,000 yards within the contract limits. Dumping the Bloom material as garbage into the active part of the Rossman Landfill would be extremely expensive and disposing of it off the project, due to environmental concerns, is judged to be an impractical solution.

The option of lowering the profile grade of the highway over the landfill would reduce future consolidation because of reduced weight. While this could be accomplished, it would require disposal of some portion of the Bloom Landfill in some location other than the Rossman Landfill. It would not totally cure the problem of future subsidence due to the chemical action of decomposition of the Rossman Landfill.

Installation of a structure over the Rossman Landfill would require total relocation of the material excavated from the Bloom Landfill. In addition, the cost of the structure is excessive as shown on the tabulated cost estimates below.

Dynamic compaction is a relatively new means of consolidating areas of poor subsoil and has been used on other landfills. Some initial

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success in this system is reported on a demonstration project underway in New Mexico. Aggregates placed on the surface of the landfill are driven into the landfill material on a grid pattern to fill in the voids and not only compact the fill vertically but to drive the rock in in such a way that it will compact also to the side to fill in the voids. Little experience on the effectiveness of the dynamic compaction work to stabilize landfills is available. The cost differentials did not appear to be significant.

COST COMPARISON TABLE

Alt. "A". 11-foot surcharge (as planned) includes future surfacing with 5 inches A.C., 16 inches of aggregate base in 5 - 10 years.	$3,000,000
Alt. "A-1". The 11-foot surcharge on a lower final profile grade line, including future surfacing.	$2,700,000
Alt. "B". The third option is a structure full length.	$6,800,000
Alt. "C". Dynamic compaction with current profile grade.	$2,850,000
Alt. "C-1". Dynamic compaction, using lower profile similar to the second alternate.	$2,600,000

Alternative "B" was discarded for costs and the fact that a suitable home for the Bloom Landfill could not be found.

Alternatives "A-1" and "C-1" with the lower profiles were discarded because the suitable disposition of the Bloom Landfill would still be doubtful.

The dynamic compaction alternative "C", was discarded because the cost savings were not immediately apparent to warrant moving into a relatively new area where the predicted results were not necessarily assured.

DRA:ja

cc E. S. Hunter
J. H. Versteeg
Walt Hart
Bruce Boyd
Ed Johnsen
Ed Hardt

ROAD DESIGN SECTION

DES 16

W. J. Hart
D. R. Adams
Ed Johnson
E. L. Hardt
J. B. Boyd
C. T. Keasey
F. E. Terpin

March 10, 1983

J. H. Versteeg
Road Design Engineer

Rossman Landfill
Oregon City Bypass
Cascade Highway South

Versteeg
Anderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
MAR 10 1983
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up ___/___/___
Action

Attached is a copy of a proposal by Menard, Inc. for the Dynamic Consolidation of the Rossman Landfill on the Park Place-Newell Creek Section of the Cascade Highway. This proposal is being considered as an alternate if our request for extra funds for the structure alternate is denied.

I would appreciate receiving your comments and recommendations on this proposal by 3-21-83.

JHV:rw

Attachments

cc: Glenn Hossner W/Att.
Ron Chassie W/Att.

Menard, INC.

211 JONNET BUILDING
MONROEVILLE, PA. 15146
TEL (412) 856-4424
TELEX 812419

NEW ADDRESS:
10 Duff Road
Pittsburgh PA 15235
Tel (412) 243-0600

March 4, 1983

CG/CH/83.M.052

1 Versteeg
Anderson
2 Adams
3 Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
MAR 8 - 1983
ROAD DESIGN SECTION

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Return to
Bring Up / /
Action

Mr. J.H. Versteeg
Chief Design Engineer
DEPARTMENT OF TRANSPORTATION
200 Transportation Building
Technical Services Branch
Road Design Section
Salem, OR 97310

RE: DYNAMIC CONSOLIDATION
Park Place - Newell Creek Section
Cascade Highway South
Rossman Landfill

Dear Mr. Versteeg:

First of all, we would like to thank you very much for your interest in our company and our techniques and for the opportunity you are giving us to study your project in Oregon City.

After the different discussions I had during my visit to Salem and the site last week and our review of the documents that you made available to us, we would like to make the following comments:

1. The Dynamic Consolidation process:

   The technique of Dynamic Consolidation was developed and patented in 1969 by the late French engineer Louis Menard.

   Over 500 projects have been completed to date by our company and its affiliates throughout the world.

   Dynamic Consolidation is a method for improving the engineering properties of in-place soils at depth. Basically, it consists of providing large energy impacts at the ground surface by dropping steel tampers 12 to 200 tons in weight from a height ranging from 60 to 120 feet. A comprehensive monitoring of field behavior is used to control the work so that the applied energy, the impact grid and the sequence and timing of the drops can be adjusted to achieve the desired results.

Effective improvement has been achieved in materials ranging from rock fill to clayey silt and building or domestic refuse.

2. Application of Dynamic Consolidation to the Rossman Landfill Project

The technique of Dynamic Consolidation has been successfully used on numerous similar sites. The nature of the landfill, its age and the existence of a water table are among the parameters that govern the success of the treatment.

The only concern we can raise at this point in time is about the moisture content of the fill. We recommend that you investigate that matter at a minimum of two locations (71+00 ℄ and 80+00 ℄ for example). Direct observation of samples should be made and depth of the water table measured (if applicable).

The treatment would be carried out on an area covering 8 to 10 acres. We recommend that the landfill be treated underneath the full width of the toe of the future embankment plus an overwidth of 10 to 15 feet.

The equipment used would be capable of dropping a 15 to 20 ton pounder from heights in excess of 60 feet.

The treatment will induce settlement of the landfill equal to 15% to 25% of the thickness treated.

We recommend that at least 5 feet of granular material be placed on the ground surface before treatment in order to:

- provide a working platform suitable for movement of heavy crawler cranes
- to backfill the craters and push the granular material downward, transmitting the impact energy to the deeper layers, and mixing with the trash.

The work will be carried out in 2 to 3 phases. Constant monitoring of settlements, heave, pore pressure, print volume and other relevant parameters will be done throughout the project. Energy requirement and print spacing will be modified during the course of the treatment if different soil behaviors are encountered. This will be done in order to obtain final bearing conditions as homogeneous as possible.

From our understanding of the leachate control system and our experience with similar types of systems, we do not feel that horizontal pipes, situated between 35 and 40 feet below original ground surface will suffer any dramatic damage. This could be checked at the beginning of the treatment at one location by installing settlement monitoring devices at different elevations in the fill and observing them as the pounding is performed close by.

The pipe that lays at the bottom of the ditch will not be affected as pounding will not be performed in the immediate vicinity.

Testing of a landfill is usually difficult due to the extreme heterogeneity of the material. Tests such as Standard Penetration Tests or Cone Penetration Tests are not representative because they are only influencing a minimal amount of material. For that matter, we recommend that the ground be tested on a "larger scale" using one or a combination of the following:

- Pressuremeter Test before during and after treatment:

  The pressuremeter test gives directly the bearing capacity and a modulus of deformation from which future settlements of the embankment can be computed.

- Earth fill load test before and after:

  Settlement of the base of the earth fill can be monitored and will indicate strength and future settlement. A load test 20 feet high and 40 feet in diameter would be suitable.

- Seismic crossholes which present two basic advantages:

  - the ability to make measurements at several stages during the treatment without the need to interrupt pounding operations for extended periods of time.

  - the opportunity to measure the same ground mass at any time.

We anticipate the production to be in the neighborhood of 1.5 to 2 acres of area treated per month per machine. We will plan to use several rigs. An approximate cost of the treatment and its engineering and monitoring would be in the range of $1.20 per sq.ft. treated. This would not include testing as described above, nor the granular material.

We trust you will find the content of this letter of interest. Please do not hesitate to give me a call to discuss any detail at your convenience.

Sincerely,

Christian Guyot
Vice President

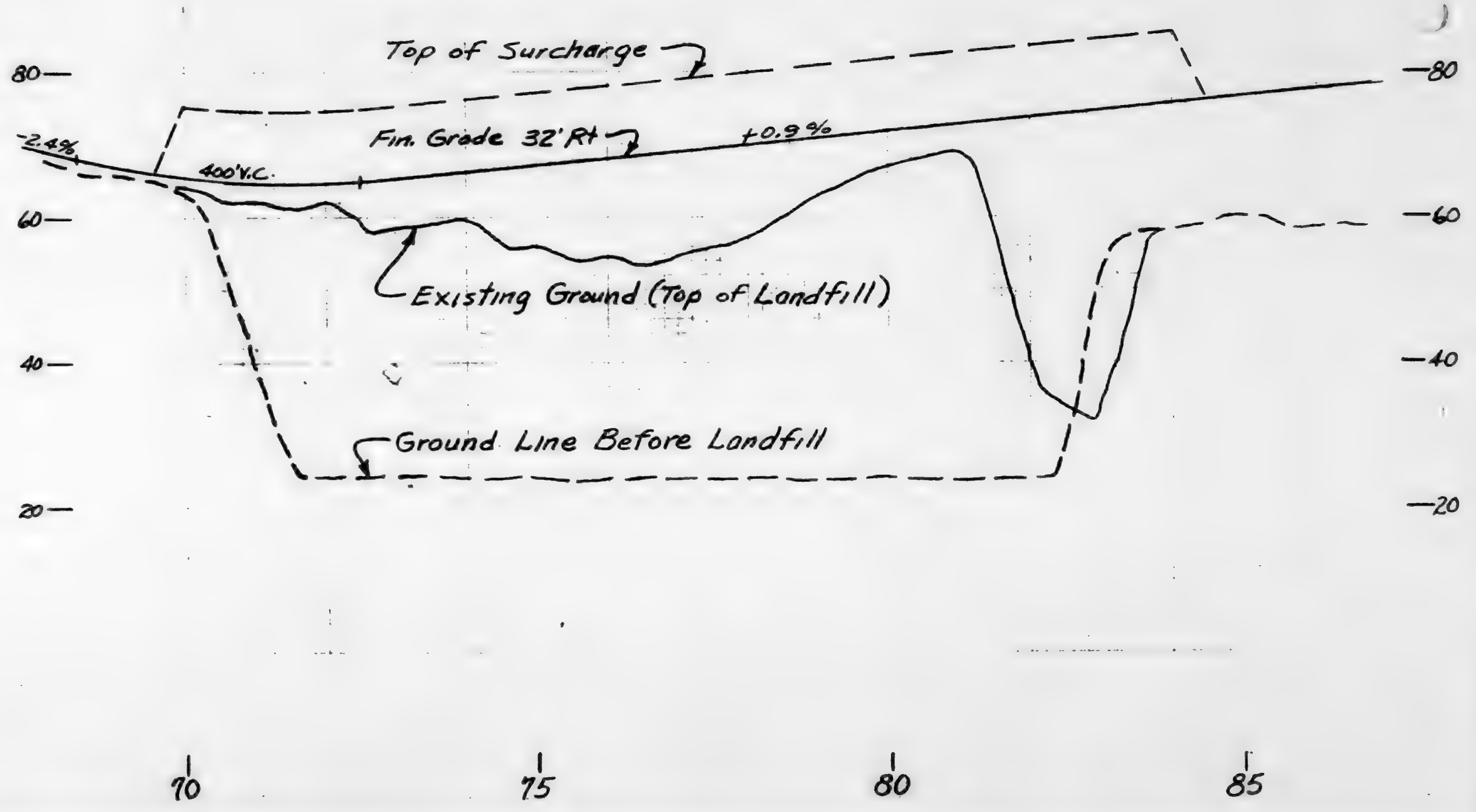
CG/ch

Enclosures

cc: Mr. Ed Johnson
Oregon Department of Transportation

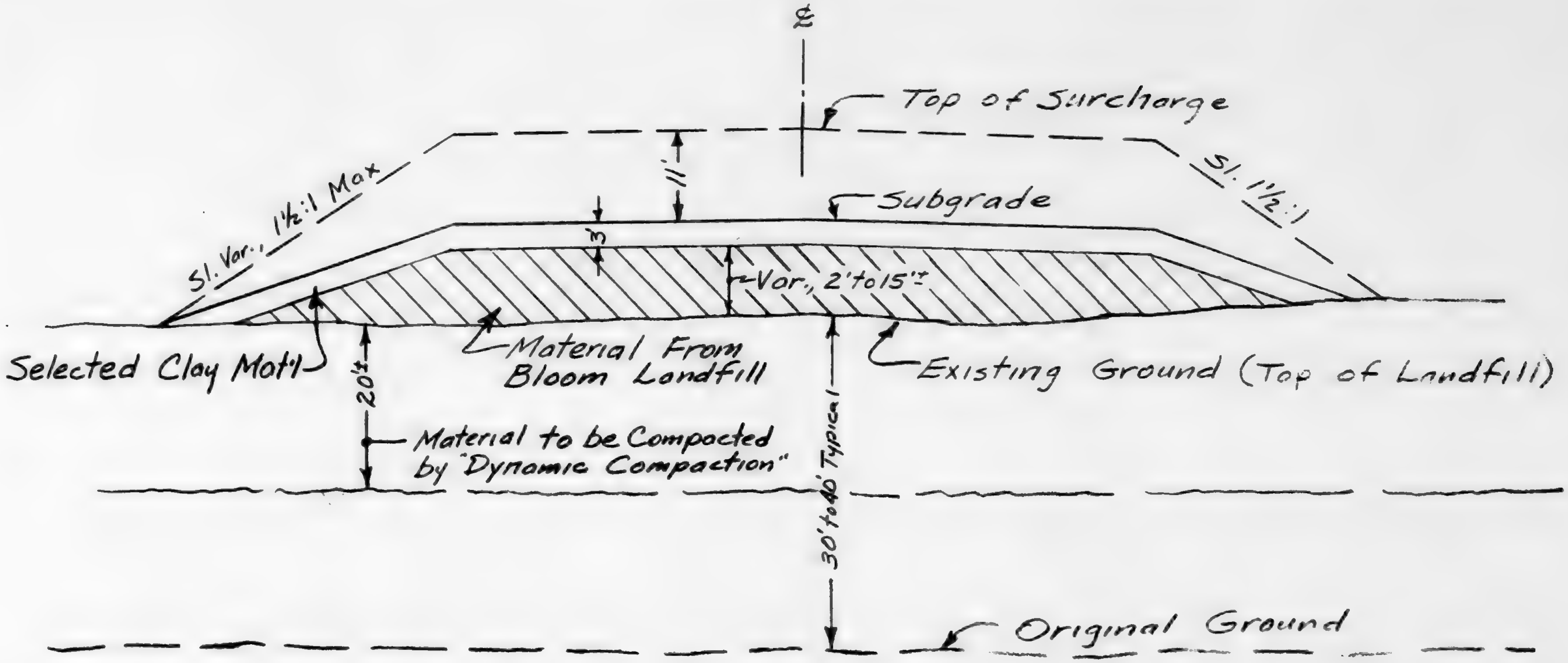
PARK PLACE - NEWELL CR. SEC.

PROFILE OF ROSSMAN LANDFILL



PARK PLACE - NEWELL CR. SEC.

Typical Section of Fill Across Rossman Landfill


℄
Top of Surcharge
Sl. 1½:1
Sl. Var., 1½:1 Max
11'
Subgrade
3'
Var., 2' to 15'±
Selected Clay Mat'l
Material From Bloom Landfill
Existing Ground (Top of Landfill)
20'±
Material to be Compacted by "Dynamic Compaction"
30' to 40' Typical
Original Ground

U. S. DEPARTMENT OF TRANSPORT[illegible]ON
FEDERAL HIGHWAY ADMINIST[illegible]ION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(3)
2. STATE PROJECT NO. See below
2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. 71112

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 3/10/83
8. FEDERAL ROUTE NUMBER Primary 78
9. STATE ROUTE NUMBER Secondary 160

10. GENERAL LOCATION:
Park Place - Clackamas Community College

11. GENERAL DESCRIPTION OF WORK
Right of Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☒ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

As requested by Mr. Swan's letter of 3/7/83 you are authorized to proceed with the actual acquisition of file No. 53244 and 53245 at a TEC of $3,000 Federal Funds $2,550 as shown on R/W map 9B-17-19.

Federal participation is limited to that right of way actually incorporated in the final location of the subject project.

RECEIVED
STATE HWY ENGR
MAR 14 '83
REFER TO Swan
FOR
Info Invest R/D D/R Sign Act File

Orig 3/14

14. DATE 3/10/83
15. SIGNATURE OF APPROVING OFFICIAL G. K. [illegible]
16. TITLE for Division Administrator

FORM PR-1240 (Rev. 10-70) PREVIOUS EDITIONS MAY BE USED

March 9, 1983

Mr. Terry McCauley
Attorney at Law
P.O. Box 370
Estacada, Oregon 97023

Re: Lilly v. Shrake and the Department of Transportation

Dear Mr. McCauley:

This file was handed to me for defense. I note that in July of 1982, you granted an extension of time for the Department of Transportation to make an appearance. Since this matter has gone on for a considerable time since that date, I would request that you review the reasons for including the Department of Transportation in your Complaint and make a decision whether or not you want a response.

Specifically, I have looked at two different deeds, both through the Department of Transportation, from Shrake and Lilly and it appears that the only area in question involves a small parcel of property approximately ten feet in length and, at the most, six feet in width that was taken by the Department of Transportation in the condemnation action. At that time, the Department paid fair market value to both Lillys and Shrakes.

It would appear from the condemnation file that Lillys and Shrakes signed deeds with the idea that the entire frontage would be conveyed to the Department of Transportation.

Would you please consider dropping the Department of Transportation from this lawsuit. Even assuming that a court finds that adverse possession exists in this case I do not believe that you could contend that the Department of Transportation owes for property that we have already purchased, particularly in view of the fact that Lillys had knowledge that we were purchasing the strip of property from them which they actually agreed to sell.

If you disagree with my position please advise immediately and I will file some sort of answer or pleading that will dispose of this matter or at least get it at issue so that it can be tried.

Very truly yours,

Robert Petersen
Assistant Attorney General

vse

160

STATE OF OREGON
Highway Division

INTEROFFICE MEMO

TO: Frank Terpin
Location Engineer

DATE: March 8, 1983

FROM: Ed Johnsen Ed
Geotechnical Engineer

SUBJECT: Subsurface Exploration of Rossman Landfill on the Oregon City Bypass.

To further the investigation of the alternatives to treatment of the Rossman Landfill, subsurface exploration needs to be performed. The purpose of this letter is to justify the drilling program, to locate the test holes, and to recommend the laboratory and field testing.

Success of the alternatives being considered in treating the landfill primarily rests upon the type of material that is below the landfill. The only information that we have been able to gather was obtained from a report by the Metropolitan Service District, and only one hole was located within the proposed highway right-of-way. The information obtained from this hole suggests that a ten foot layer of clay separates the refuse from sand and gravels. The purpose of the drilling would then be to:

(1) Develop a soil profile of the site.
(2) Take undisturbed samples of the clay to determine its permeability, strength and compressibility.
(3) Run standard penetration tests in both the clay and sand-gravel layer (The standard penetration tests would be used by the Foundation Unit in determination of the type and lengths of piles required).
(4) Determine the depth of the groundwater.

Location of Borings

A minimum of four holes need to be filled at the site. Attached is a plan view showing the four hole locations on the landfill. At least one hole should continue to bedrock or continue to a depth where refusal occurs for a minimum length of ten feet. A 3/4" plastic, perforated pipe should be inserted in TB #82-3 to measure the groundwater level. All holes should be back-filled with sand and a five foot concrete plug should be poured on tip of the hole and in the clay-silt layer to seal the underground aquifer from the leachate. Undisturbed samples should be taken in the mid-height of the clay layers encountered.

REFERRED TO
.... Watson .... Mann ......
.... Cole .... Steudenmeyer ......
...✓... Erikson F.E. .... King ....
Beard .... Dorn .... Leu ....
Return Discuss Do File Due ......
By FINAL DESIGN ENGINEER

25 1387

Return to Road Design File

...✓... Versteeg ...✓...
...... Anderson ......
...✓... Adams ......
...... Macnab ......
...... Steudenmeyer ......
...... Terpin ......
...... Trout ......
...... Wakerlig ......

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MAR 8 - 1983
ROAD DESIGN SECTION

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Laboratory and Field Testing

The following lab tests should be performed on the undisturbed samples:

(1) Confined compression tests.
(2) Consolidation tests.
(3) Constant-head permeability tests.
(4) Classification tests.

Once the samples are obtained, we can coordinate the lab testing program to fit the type of material encountered.

The following field tests are recommended:

(1) Standard penetration test every five feet of depth.
(2) Oregon Miniature Pile test on the sand and gravels encountered.

Additional field testing should be done to determine the flow direction of the leachate. Much concern has been raised concerning cutting off the leachate flow into the pipes. I have talked with Bill Milne and John Demezas about the field testing and they suggested using fluorescein dye. The dye can be inserted into one borehole approximately ten feet above the clay silt layer and monitoring can be done in other established holes and in the existing system. Both Bill and John are available to help Region 1 set up the monitoring program. Once approval of the drilling program is received, our office should be contacted so that we can set up the monitoring program and discuss the drilling with Region 1.

EJL-TSS:tab

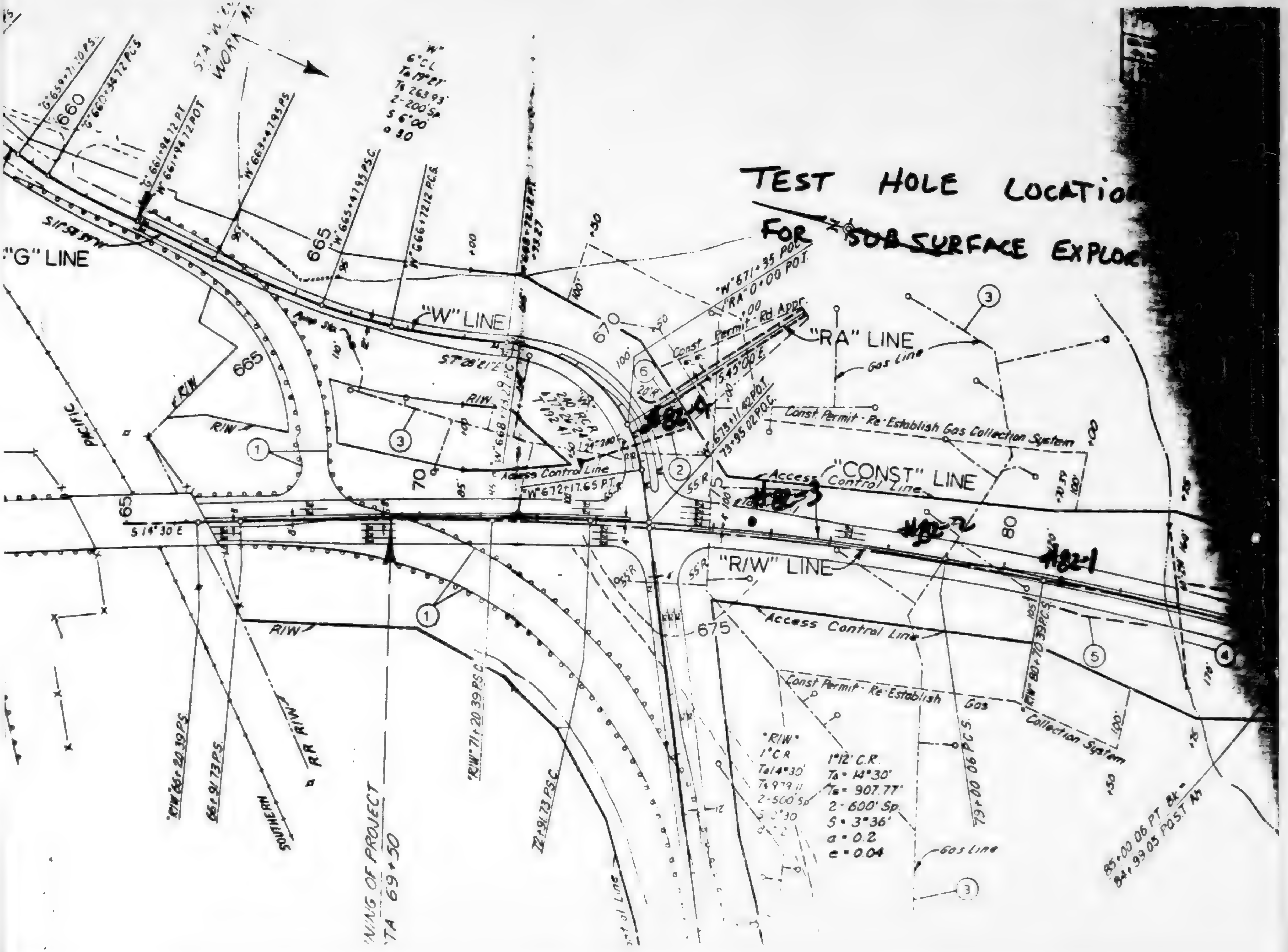
Enclosure

cc: J. H. Versteeg
J. B. Boyd
Walt Hart
Jack Davis
Clarence Eshelman

[illegible]

TEST HOLE LOCATIO

FOR SUBSURFACE EXPLO


"G" LINE
"W" LINE
"RA" LINE
"CONST" LINE
"R/W" LINE
#82-1
#82-2
#82-3
#82-4
660
665
670
675
65
70
75
80
STA "W" 6
WORK A
"G" 659+71.10 P.S.
"G" 660+34.72 P.C.S.
"G" 661+94.72 P.T.
"W" 661+94.72 P.O.T.
"W" 663+47.95 P.S.
"W" 665+47.95 P.S.C.
"W" 666+72.12 P.C.S.
"W" 668+72.12 P.T.
"W" 671+35 P.O.T.
"RA" 0+00 P.O.T.
"W" 672+17.65 P.T.
"W" 673+11.42 P.O.T.
73+95.02 P.O.C.
"W" 6°C.L. Ta 17°27' Ts 263.93 2-200 Sp. S 6°00' a 30
240 R.C.R.
S 45°00' E
S 28°21' E
S 11°51' W
S 14°30' E
20' R
55' R
Const. Permit - Rd Appr.
Const. Permit - Re-Establish Gas Collection System
Const. Permit - Re-Establish Gas Collection System
Access Control Line
Access Control Line
Access Control Line
Gas Line
Gas Line
R/W
R.R. R/W
SOUTHERN
PACIFIC
"R/W" 66+20.39 P.S.
66+91.73 P.S.
"R/W" 71+20.39 P.S.C.
72+91.73 P.S.C.
"R/W" 80+70.39 P.C.S.
79+00.06 P.C.S.
85+00.06 PT. Bk.
84+99.05 POST Ah.
"R/W" 1°C.R. Ta 14°30' 2-500 Sp.
1°12' C.R. Ta = 14°30' Ts = 907.77' 2-600' Sp. S = 3°36' a = 0.2 e = 0.04
NING OF PROJECT
TA 69+50
①
②
③
④
⑤
⑥

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U. S. DEPARTMENT OF TRANSPORTA ON
FEDERAL HIGHWAY ADMINISTR ON

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(1)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71112

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 3/8/83

8. FEDERAL ROUTE NUMBER Primary 78

9. STATE ROUTE NUMBER Secondary 160

10. GENERAL LOCATION:

Park Place - Clackamas Community College

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Program change
  See below

13. REMARKS

As requested in Mr. Swan's letter of 2/28/82 I approve the revised Preliminary Engineering Costs to a TEC of $1,275,000 Federal Funds $1,093,950.

(Increase TEC $239,900 Federal Funds $207,393)

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FOR
Info Inves R/D D/R Sign Act File

Orig to
3/11

14. DATE 3/8/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

OREGON DEPARTMENT OF TRANSPORTATION

HIGHWAY DIVISION

ORDER FOR EXTRA WORK
TO BE PERFORMED ON FORCE ACCOUNT BASIS

1-P

3-1-83

PROJECT NAME (SECTION) Park Place - Newell Creek	CONTRACT NO. 9592
HIGHWAY Clackamas Highway, South — COUNTY Clackamas	PREFIX 103-1048
CONTRACTOR'S NAME AND ADDRESS Ross Bros. Construction, Inc. 3501 Brooklake Road, N. E. Salem, Oregon, 97303	F.A. PROJECT NO IX-78(6) DATE PREPARED March 1, 1983 EXTRA WORK ORDER NO. 1

THE FOLLOWING FORCE ACCOUNT WORK IS TO BE PERFORMED AND PAID FOR IN ACCORDANCE WITH THE CONTRACT TERMS:

DESCRIPTION OF WORK TO BE DONE — Furnish and Place Filter Cloth and 6-inch layer of 3 or 4-inch minus Crushed Rock through area of Holcomb Blvd. Detour.

LOCATION OF WORK (STATION NUMBERS) —

Detour Sta. "HD"1+75 to Sta. "HD" 6+25

COST ESTIMATE (LABOR, EQUIPMENT AND MATERIALS) —

Labor	$1,920.00
Equipment	1,450.00
Materials	4,130.00
Total Estimated Cost	$7,500.00

SPECIFICATIONS AND OTHER PROVISIONS — Materials to be furnished and placed in accord with Oregon 1974 Standard Specifications for Highway Construction as supplemented and/or modified by project Special Provisions. The necessary grading work prior to placing of filter cloth will still be covered under General Excavation (Bid Item No. 2) and furnishing and placing of "Aggregate Shoulder" material after placement of the 3"/4"-0 Crushed Rock will still be covered under Bid Item No. 14.

PREPARE A SEPARATE ORDER FOR EACH TYPE OF EXTRA WORK JOB. SUBMIT THE ORIGINAL THROUGH CHANNELS TO THE CONSTRUCTION BRANCH. AFTER APPROVAL, COPIES WILL BE SENT TO THE CONTRACTOR, THE REGION ENGINEER AND THE RESIDENT ENGINEER

PROJECT AUTHORIZATION	$ 1,955,962.13
ESTIMATED PROJECT COST INCLUDING WORK UNDER THIS ORDER.	$ 1,867,962.13
ESTIMATED ~~OVERRUN~~ UNDERRUN 4.5 %	$ 88,000.00

SUBMITTED BY (~~RESIDENT ENGINEER~~ (Project Manager)

Arvey D. Nelson.

APPROVAL RECOMMENDED (REGION)

APPROVAL RECOMMENDED

DS 3-8-83

APPROVED (CONSTRUCTION) DATE

3-4-83

734-3108 (REV. 2-81)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(6)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM Dale E. Wilken, Division Administrator
FHWA - Oregon Division, Salem, OR

4. PROGRAM NO.

5. ITEM NO. 71112

6. TO

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

RECEIVED
STATE HWY ENGR
MAR 2 '83
REFER TO Swan
FOR

Info	Inv	R/D	O/R	Sign	Act	File

Orig to
3/2

7. DATE AUTHORIZATION EFFECTIVE 1-5-83

8. FEDERAL ROUTE NUMBER Primary 78

9. STATE ROUTE NUMBER Secondary 160

10. GENERAL LOCATION: Park Place - Newell Creek Section

11. GENERAL DESCRIPTION OF WORK Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Utility Adjustment

13. REMARKS

As requested by Mr. Swan's letter of 2-22-83, this will confirm the advance approval date of 1-5-83 to include the utility for the Park Place Water District's water main relocation in the construction contract of the subject project since the utility is not adequately staffed or equipped to perform the work. TEC of $15,424.00, Federal funds $13,110.40 is approved for inclusion on the PS&E Estimate.

I approve the agreement with Park Place Water District.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

14. DATE 2-28-83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(6)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division, Salem, OR

4. PROGRAM NO.

5. ITEM NO. 71112

6. TO
Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, OR

7. DATE AUTHORIZATION EFFECTIVE 1-5-83

8. FEDERAL ROUTE NUMBER Primary 78

9. STATE ROUTE NUMBER Secondary 160

10. GENERAL LOCATION: Park Place - Newell Creek Section

11. GENERAL DESCRIPTION OF WORK Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Utility Adjustment

13. REMARKS

As requested by Mr. Swan's letter of 2-22-83, this will confirm the advance approval date of 1-5-83 to include the utility work for the South Fork Water District's water main relocation in the construction contract of the subject project since the utility is not adequately staffed or equipped to perform the work. TEC of $95,324, Federal funds $81,025 is approved for inclusion in the PS&E estimate.

I approve the Agreement with the South Fork Water District.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

14. DATE 2-28-83

15. SIGNATURE OF APPROVING OFFICIAL G K Hassner

16. TITLE for Division Administrator

Orig to
3/2

RECEIVED
STATE HWY ENGR
MAR 2 '83
REFER TO Swan
FOR

Info	Invest	R/D	D/R	Sgn	All	File

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(6)
2. STATE PROJECT NO. See below
2A. COUNTY NAME Clackamas
3. FROM Dale E. Wilken, Division Administrator
FHWA - Oregon Division, Salem, OR
4. PROGRAM NO.
5. ITEM NO. 71112
6. TO

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1-5-83
8. FEDERAL ROUTE NUMBER Primary 78
9. STATE ROUTE NUMBER Secondary 160
10. GENERAL LOCATION: Park Place - Newell Creek Section
11. GENERAL DESCRIPTION OF WORK Utility Adjustment
12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Utility Adjustment

13. REMARKS

As requested by Mr. Swan's letter of 2-22-93, this will confirm the advance approval date of 1-5-83 to include the utility work for the Tri-City Service District's water main relocation in the construction contract for the subject project since the utility is not adequately staffed or equipped to perform the work. TEC of $25,180, Federal funds $21,403 is approved for inclusion in the PS&E estimate.

I approve the agreement with Tri-City Service District.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

RECEIVED
STATE HWY ENGR
MAR 2 '83
REFER TO Swan
FOR
Info Inves R/D D/R Sign Act File

Orig to
3/2

14. DATE 2-28-83
15. SIGNATURE OF APPROVING OFFICIAL
16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

163

TECHNICAL SERVICES BRANCH

DES 16

Ed Hardt
Metro Region Engineer

February 28, 1983

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
MAR / 1983
ROAD DESIGN
SECTION

Do Not File
Return To
Bring 'up / /
Action

E. S. Hunter
Assistant State Highway Engineer

Construction Across Rossman Landfill
Oregon City Bypass
Clackamas County

As you know, we are struggling to determine the best solution to building a highway across the Rossman Landfill. In Don Adams' Memo to File dated January 27, of which you have a copy, he discussed three alternatives to the original proposal for crossing the landfill. We have discarded two of these concepts -- that of lowering the grade from the original profile and trying to use dynamic compaction.

Of the remaining alternatives (build the highway on its original profile or to build the highway on a structure across the landfill), the latter is the preferred solution. A structure across the landfill reduces the number of uncertainties that the Right-of-Way Section faces in its negotiation with owners of the Rossman Landfill. The pile support construction will not be nearly so damaging or impact the landfill as much as the original proposal. The Bloom Landfill material would be placed under the structure. There is no need to surcharge the fill and the fill in its final form will not be as high as the finished grade of a highway constructed across Rossman's Landfill. With the structure, there is less potential damage to the existing leachage system that has been placed under the landfill and the method to handle gas accumulation is modestly improved.

More critical to the Department in terms of service is the reduced future maintenance and improved service characteristics of a structure as opposed to a fill placed over Rossman's Landfill. The fill will settle substantially, due to decomposition of materials in the landfill. Surcharging would remove some of this settlement but it would have no effect on settlement caused by decomposition of the material in the landfill. It is expected that differential settlements would occur that would cause an irregular undulation to occur on the road surface. Continuous maintenance of this would be necessary and reconstruction across the fill to re-establish a decent grade would be necessary at least once within the first seven years after highway construction.

A structure across Rossman's overcomes these problems but at a price. The structure alternative requires $5.1 million additional but it provides a location for disposal of the Bloom Landfill, while at the same time providing traffic with a high level of service now and in the future over the Rossman Landfill area.

In Adams' January 27 memo, he assumed that the material for the Rossman Landfill would have to be disposed of elsewhere. On further examination, we have found that the Bloom material can be placed on the Rossman Landfill under the proposed structure, still allowing a means of disposing of the Bloom material in a most environmentally accepted manner.

In the interest of maintaining a sound highway system and providing the best possible service to the north Clackamas County area, in and around the Oregon City vicinity, construction of a structure across the Rossman Landfill is far and away the best solution to the problems faced by this unique "geological" factor. Construction of the structure is considered the only sound engineering solution that can be reasonably recommended.

I recognize this poses a financial problem in developing the funds for this project. The most up-to-date reconciliation I have of the expenditures and current estimates of funds necessary to complete the project are listed below. As you can see, a short-fall in available transfer funds exists for either alternative solution.

MSD Authorization		$23,023,040
Spent to Date:		
Preliminary Engineering	$ 1,162,929	
Right-of-Way	4,631,320	
	$ 5,794,249	
Construction	$ 6,022,409	$11,816,658
Unspent Authorization		$11,206,382
Amounts Required to Complete:		
Preliminary Engineering	$ 15,000	
Right-of-Way	500,000	
Total Preliminary Engineering/Right-of-Way		$ 515,000
Construction Remaining:		
Alternate F (Fill)	$11,900,000	
Alternate B (Bridges)	17,000,000	
Total Required to Complete:		
Alternate F		$12,415,000
Alternate B		$17,515,000
Shortfall -- Alternate F		$ 1,209,000
Alternate B		$ 6,309,000

You are requested to seek additional funding for this project, which is recommended as a very high priority project by the MSD Council.

DRA/JHV:ja

cc H. S. Coulter (enc.)
Walt Hart
Bruce Boyd
Ed Johnsen
Don Adams
Fred Eriksen

McD Authorization		23,023,040
Spent to date		
PL	1,162,928	
RM	4,831,330	
	5,994,258	
Contribution	5,822,400	
Total spent		11,816,658
Unspent Authorization		11,206,382
Amounts required to complete:		
PL	15,000	
RM	300,000	
Total req'd		315,000
Contribution missing		
Alternate F (Fill)	12,100,000	
Alternate B (Bridge)	17,200,000	
Total Required to Complete		
Alt F		12,415,000
Alt B		17,515,000
Shortfall	Alt F	1,209,000
	Alt B	6,309,000

OREGON CITY BYPASS

	Programmed	Authorized	Spent	To Complete
Prelim. Engr.	1,100,240		1,162,929	15,000
R/W	4,500,000		4,631,320	500,000 Metro Est.
Const	17,422,800			
Redland-Beaver Cr.		2,949,561		
Beaver Cr. Rd. Sec.		1,116,886		
Park Place-Newell (Str.)		1,955,962		
Park Place-Newell (Gr.)		—		11,900,000 or 17,000,000
P. Place - C.C.C. (G&P)		—		
TOTAL	23,023,040	6,022,409	5,794,249	12,415,000 or 17,515,000

Programmed	23,023,040
Project Authorizations	−6,022,409
Spent	−5,794,249
	11,206,382

$1,208,618 or $6,308,618 short

All figures are full amounts, Fed. funds are 85% of amounts shown.

MSD Budget 23,023,040 Contracted 6,022,409

PE R/W pd. 5,794,249

11,816,658

Remaining 11,206,382

Projected needs

PE	15,000
R/W	500,000
Const	
Alt L	11,900,000
Alt Br	17,000,000

Letter of 1/27/83 (Sta. 70 to 84)

Structure	$6,800,000
Surcharge	$3,000,000
Difference =	$3,800,000

2/22/83 (To Complete Project)

w/ Structure	$17,000,000
Surcharge	$11,900,000
Difference	$ 5,100,000

$$
\begin{array}{r}
\$5{,}100{,}000 \\
-\ 3{,}800{,}000 \\
\hline
\$1{,}300{,}000
\end{array}
$$

(310,000 C.Y.)($3.50)(1.2) = $1,302,000

65,000 C.Y. garbage plus 15,000 C.Y. clay under structure. Other 230,000 in raised grade line Sta. 84 to 100± and wasted. Versteeg does not want to alter grade in canyon - says waste what we can't use in fills.

2/22/83

Alternates to complete Oregon City ByPass

With structure over Rossman Landfill -

$ 17,000,000

Surcharge Rossman Landfill -

$ 11,900,000

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: MEMO TO THE FILE

DATE: January 27, 1983

FROM: Donald R. Adams
Final Design Engineer

SUBJECT: Construction Across Rossman Landfill
Oregon City Bypass
Clackamas County

The original proposal to surcharge the highway fill across the Rossman Landfill was compared to three other alternatives proposed to mitigate the effect of potential settlement of the Rossman Landfill after the construction work is completed. The three alternatives were to lower the profile grade, to build a structure over the full length of the landfill, or to compact the landfill dynamically. Our recommendation is to proceed with the current plan, using the 11-foot surcharge.

There are some concerns about this construction method over Rossman's landfill. The principal concern is the future subsidence of the landfill due to continued consolidation of the fill material, but even more because the chemical decomposition will cause differential settlements in the landfill. This differential settlement reflected in the roadbed would require rebuilding and resurfacing of the highway across the fill for ten years or more. Also, the fill material to be placed on the Rossman Landfill comes from the old Bloom Landfill south of Abernathy Creek. All of the material removed from the Bloom Landfill under this contract is to be placed on the Rossman Landfill. There is no other satisfactory location for this approximately 65,000 yards within the contract limits. Dumping the Bloom material as garbage into the active part of the Rossman Landfill would be extremely expensive and disposing of it off the project, due to environmental concerns, is judged to be an impractical solution.

The option of lowering the profile grade of the highway over the landfill would reduce future consolidation because of reduced weight. While this could be accomplished, it would require disposal of some portion of the Bloom Landfill in some location other than the Rossman Landfill. It would not totally cure the problem of future subsidence due to the chemical action of decomposition of the Rossman Landfill.

Installation of a structure over the Rossman Landfill would require total relocation of the material excavated from the Bloom Landfill. In addition, the cost of the structure is excessive as shown on the tabulated cost estimates below.

Dynamic compaction is a relatively new means of consolidating areas of poor subsoil and has been used on other landfills. Some initial

Contains Recycled Materials

success in this system is reported on a demonstration project underway in New Mexico. Aggregates placed on the surface of the landfill are driven into the landfill material on a grid pattern to fill in the voids and not only compact the fill vertically but to drive the rock in in such a way that it will compact also to the side to fill in the voids. Little experience on the effectiveness of the dynamic compaction work to stabilize landfills is available. The cost differentials did not appear to be significant.

COST COMPARISON TABLE

Alt. "A". 11-foot surcharge (as planned) includes future surfacing with 5 inches A.C., 16 inches of aggregate base in 5 - 10 years.	$3,000,000
Alt. "A-1". The 11-foot surcharge on a lower final profile grade line, including future surfacing.	$2,700,000
Alt. "B". The third option is a structure full length.	$6,800,000
Alt. "C". Dynamic compaction with current profile grade.	$2,850,000
Alt. "C-1". Dynamic compaction, using lower profile similar to the second alternate.	$2,600,000

Alternative "B" was discarded for costs and the fact that a suitable home for the Bloom Landfill could not be found.

Alternatives "A-1" and "C-1" with the lower profiles were discarded because the suitable disposition of the Bloom Landfill would still be doubtful.

The dynamic compaction alternative "C", was discarded because the cost savings were not immediately apparent to warrant moving into a relatively new area where the predicted results were not necessarily assured.

DRA:ja

cc E. S. Hunter
J. H. Versteeg
Walt Hart
Bruce Boyd
Ed Johnsen
Ed Hardt

1/12/83

Park Place - Newell Creek

Construction across Rossman Landfill Area
("L" 70+00 to 84+00 and "W" 664+50 to 675+50)

Alt. "A". - 11' Surcharge (As Preliminaried) Includes surfacing with 5" A.C., 16" Aggr. Base & rebuild surfacing in 5 to 7 years.	$3,000,000
Alt. "A_2" - Alt. "A" with lower profile	$2,700,000
Alt. "B" - Structure	$6,800,000
Alt. "C" - Dynamic Compaction Using lower profile of "A_2"	$2,600,000

If [illegible] lower profile (A_2), add $250,000 to Alt. C.

Comments

Alt. "A" Surcharge takes time to place, set 100 days or more, then remove. Potential for continuing differential settlement. Does provide a good "home" for material from old Bloom landfill. Methane collector system can be rebuilt prior to construction. Leachate collectors can be rebuilt with stronger materials prior to fill placement but system under "W" Line may still suffer damage that will be very difficult to repair when fill is in place.

Alt. "A_2" The lower profile reduces quant. of permanent fill but virtually eliminates this area as a "home" for Bloom landfill material. Probably same effect on Methane and Leachate systems as Alt. "A"

Alt. "B" Structure would disturb existing landfill the least. By not compacting the area we would probably not appreciably alter the methane and leachate production, collection and/or dissipation. Some revision of both collector systems will be necessary to clear bents and work areas. Revisions can be done prior to commencing structure work. Eliminates home for Bloom landfill material.

Alt. "C" Should minimize future differential settlement. Maximum damage to methane and leachate systems but damage occurring over short time period and better access for repairs than Alt. "A" with its higher grade. Eliminates home for Bloom landfill material. Using a relatively new procedure that may have some pitfalls - would impact with force of 1760 foot-tons (20 ton weight dropped 88 feet) cause vibration damage in the neighborhood?

Estimates for "A_2", "B" & "C" assume Bloom landfill material could be used in embankment south of Rossman's, "L" 84 to $92^{\pm}$. If that 65,000 cu. yd. of material has to be disposed of elsewhere the estimates will increase dramatically.

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(6)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71112

6. TO
Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 2-1-83

8. FEDERAL ROUTE NUMBER Primary 78

9. STATE ROUTE NUMBER Secondary 160

10. GENERAL LOCATION: Park Place - Newell Creek

11. GENERAL DESCRIPTION OF WORK: Utility Construction Engineering Costs

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* See below

13. REMARKS

As requested by Mr. Swan's letter of 2-9-83, this will confirm the advance approval date of 2-1-83 for the Tri-City Service District to proceed with construction engineering services. Since the utility is not adequately staffed or equipped, in this instance, because the actual work is contained in the Federal aid contract and to avoid any delays to the contractor, I approve the utilities' use of Gary M. Buford & Associates to provide this service on an actual cost basis estimated to be $2,460, Federal funds $2,091.

RECEIVED
STATE HWY ENGR
MAR 2 '83
REFER TO Swan
FOR

Info	Invest	R/D	D/R	Sign	Act	File

Orig to
3/2

14. DATE 2-28-83

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

RECEIVED
TECHNICAL SERVICES
FEB 24 '83
REFER TO
FOR
File
Act
Sign
O/R
R/D
Inves
Info

February 23, 1983

Mr. David Abraham
Utilities Director
Department of Environmental
Services
Clackamas County
902 Abernathy Road
Oregon City, OR 97045

Sanitary Sewer Line Installation
Tri-City Service District
Park Place-Newell Creek Section
Cascade Highway South
Clackamas County
Project No. IX-78(6)

NOTED
E. S. HUNTER

Dear Mr. Abraham:

Bids were received by the Oregon Transportation Commission for the Park Place-Newell Creek Section of the Cascade Highway South on January 27, 1983. The successful low bidder is Ross Bros. Construction, Inc., 3501 Brooklake Road North, Salem, OR 97303.

The State, pursuant to your request, has included the installation of a new 24-inch ductile iron sewer pipe on the Redland Road Overcrossing structure. Copies of construction plan sheets and specifications related to the sanitary sewer installation are attached for your information.

The installation of the sanitary sewer is contained in the State's contract under Item 12 - Trench Excavation and Item 22 - 24-inch Ductile Iron Sewer Pipe. The estimate cost of the sanitary sewer at the low bid unit prices is as follows:

12.	Trench Excavation	35 C.Y. @ $ 5.00 =	$ 175.00
22.	24-inch Ductile Iron Sewer Pipe	396 L.F. @ $50.00 =	$19,800.00
	TOTAL ESTIMATED COST		$19,975.00

The Oregon State Attorney General's office has set forth an opinion, based on the statutes governing the allocation of highway construction costs, that the cost of non-highway construction (your new 24-inch sanitary sewer line in this case) must be deposited with the agency administering the highway construction contract in advance of actual construction. The Oregon State Highway Division will be administering the contract for this project, therefore, your District is required to forward payment in the amount of $19,975 at the earliest possible date. The check should be made payable to the OREGON STATE HIGHWAY DIVISION and sent to me at Room 5, Transportation Building, Salem, OR 97310.

If the actual cost of installation is more or less, an appropriate adjustment will be made upon completion of the sanitary sewer installation. Your cooperation will be appreciated.

Yours truly,

Jack M Cartwright

Jack M. Cartwright
Utility Relocation Coordinator

JMC/llr
cc: T. S. Kyle

bc: D. E. Wilken
E. S. Hunter
D. E. Swan
E. L. Hardt
Pete Gonzalez
Arvey Nelson
Ted Inloes

RECEIVED
TECHNICAL SERVICES
FEB 24 '83
REFER TO
FOR

Info	Invest	R/D	D/R	Sign	Act	File

February 22, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

D E Swan

FROM: D. E. Swan
Acting Program Section Manager

NOTED
E. S. HUNTER

SUBJECT: Water Main Relocation
South Fork Water District
Park Place-Newell Creek Section
Cascade Highway South
Clackamas County
Project No. IX-78(6)

A 30-inch water main, owned by South Fork Water District, conflicts with the construction requirements of the subject project and must be relocated. The water main is located on County road right of way, therefore, pursuant to the terms of ORS 366.321, the cost of relocation is reimbursable.

A certification prepared by Ted Inloes, Region 1 Utility Specialist, as to the District's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to the District, dated September 22, 1982, was previously supplied to your office.

The District does not have sufficient staff to perform the design or the relocation work required to relocate their water facilities. The District, in a letter dated March 1, 1982, requested the relocation work be included as part of the State's contract. A copy of the District's letter is attached.

The Oregon State Highway Division Engineer's estimate for the relocation work is $95,324.00. A copy of the estimate is attached.

An appropriate permit for the utility's proposed relocation will be issued as required.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves one crossing of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the Districts' facilities.

Your approval of the contract method for relocation as evidenced above, and authorization to proceed with the work under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $95,324.

JMC/DES/llr
Attachment
cc: E. S. Hunter ✓
    Jack M. Cartwright
    Ted Inloes

February 22, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan DESwan
Acting Program Section Manager

SUBJECT: Water Main Relocation
Tri-City Service District
Park Place-Newell Creek Section
Cascade Highway South
Clackamas County
Project No. IX-78(6)

An 8-inch sanitary sewer line, owned by Tri-City Service District, conflicts with the construction requirements of the Holcomb Blvd. structure on the subject project and must be relocated. The sewer line is located on County road right of way, therefore, pursuant to the terms of ORS 366.321, the cost of relocation is reimbursable.

A certification prepared by Ted Inloes, Region 1 Utility Specialist, as to the District's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to the District, dated September 22, 1982, was previously supplied to your office.

The District does not have sufficient staff to perform the relocation work required to relocate their sewer facilities. The District, in a letter dated September 15, 1982, requested the relocation work be included as part of the State's contract. A copy of the District's letter is attached.

The Oregon State Highway Division Engineer's estimate for the relocation work is $25,180.00. A copy of the estimate is attached.

An appropriate permit for the utility's proposed relocation will be issued as required.

RECEIVED
TECHNICAL SERVICES
FEB 24 '83
REFER TO
FOR
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Sign
D/R
R/D
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Info

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves two crossings of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the District's facilities. The sanitary sewer line size had to be increased from 8-inches to 12-inches to provide equal capacity at a flatter grade. A letter from the District's consultant, Gary M. Buford and Associates, dated September 29, 1982, explains the necessity for the size increase.

Your approval of the contract method for relocation as evidenced above, and authorization to proceed with the work under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $25,180.00.

JMC/DES/llr
Attachment
cc: E. S. Hunter
Jack M. Cartwright
Ted Inloes

February 22, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan D E Swan
Acting Program Section Manager

NOTED
[illegible] S. HUNTER

SUBJECT: Water Main Relocation
Park Place Water District
Park Place-Newell Creek Section
Cascade Highway South
Clackamas County
Project No. IX-78(6)

Two 6-inch water mains, owned by Park Place Water District, conflict with the construction requirements of the subject project and must be relocated. The water mains are located on private property and County road right of way, therefore, pursuant to the terms of ORS 366.321 and State policies and procedures the cost of relocation is reimbursable.

A certification prepared by Ted Inloes, Region 1 Utility Specialist, as to the District's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to the District, dated September 22, 1982, was previously supplied to your office.

The District does not have sufficient staff to perform the design or the relocation work required to relocate their water facilities. The District, in a letter dated February 26, 1982, requested the relocation work be included as part of the State's contract. A copy of the District's letter is attached.

The Oregon State Highway Division Engineer's estimate for the relocation work is $15,424.00. A copy of the estimate is attached.

An appropriate permit for the utility's proposed relocation will be issued as required.

RECEIVED
TECHNICAL SERVICES
FEB 24 '83
REFER TO
FOR
File
Act
Sign
O/R
A/D
Immed
Info

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves two crossings of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the District's facilities.

Your approval of the contract method for relocation as evidenced above, and authorization to proceed with the work under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $15,424.

JMC/DES/llr
Attachment
cc: E. S. Hunter
Jack M. Cartwright
Ted Inloes

4512

B

February 9, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Program Control Engineer

D E Swan

SUBJECT: Construction Phase Engineering Services
Sanitary Sewer Relocation
Tri-City Service District
Park Place-Newell Creek Section
Cascade Highway South
Clackamas County
Project No. IX-78(6)

RECEIVED
TECHNICAL SER
FEB 10 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Apr	File

NOTED
E. S. HUNTER
H

Here is a copy of an estimate of cost, dated January 18, 1983, from Gary M. Buford & Associates to provide engineering services to the Tri-City Service District required for the construction phase of the District's sanitary sewer relocation work.

The actual construction of the sanitary sewer relocation will be accomplished by bid item in the Oregon State Highway Division's contract for the Holcomb Blvd. structure.

A certification prepared by Ted Inloes as to the District's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to the District dated September 22, 1982 was previously supplied to your office.

An appropriate permit for the utility's proposed relocation will be issued as required.

There will be no betterment derived from the proposed adjustment of the District's facilities.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of February 1, 1983 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $2,460.

JMC/DES/llr
Enclosure
cc: E. S. Hunter ✓
Jack M. Cartwright
Ted Inloes

February 1, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Program Control Engineer

SUBJECT: Sanitary Sewer Relocation
Tri-City Service District
Park Place-Newell Creek Section
Cascade Highway South
Clackamas County
Project No. IX-78(1) P.E.

RECEIVED
TECHNICAL SERVICES

FEB 2 '83

REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

Here is a copy of Invoice No. 3-016, dated January 24, 1983, from Tri-City Service District which design of the relocation of sanitary sewer facilities are in conflict with the construction of the Holcomb Blvd. undercrossing structure. The construction of the relocated facilities will be included as part of the Oregon State Highway Division highway project contract.

A certification prepared by Ted Inloes as to Tri-City Service District's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to the District dated September 22, 1982 was previously supplied to your office.

There will be no betterment derived from the proposed adjustment of the District's facilities, therefore, the cost of the engineering services is 100% reimbursable.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of August 26, 1982 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $7,996.00. Final cost is dependent on results of our Accounting Section's audit.

JMC/DES/llr
Enclosure
cc: E. S. Hunter
Jack M. Cartwright
Rich Evans - w/Invoice for Audit

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.	IX-78(6)
2. STATE PROJECT NO.	See below
2A. COUNTY NAME	Clackamas
3. FROM	Dale E. Wilken, Division Administrator FHWA - Oregon Division
4. PROGRAM NO.	
5. ITEM NO.	71112

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
1/5/83	Primary 78	Secondary 160

10. GENERAL LOCATION:

Park Place - Newell Creek Section

11. GENERAL DESCRIPTION OF WORK

Structures, grading and paving

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Mr. Swan's 1/3/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $2,213,572 Federal Funds $1,881,533.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
JAN 18 '83
REFER TO Swan
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Orig att. HS
1/18

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
1/5/83	G. K. H	for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

STATE OF OREGON INTEROFFICE MEMO
HIGHWAY DIVISION - DEPARTMENT OF TRANSPORTATION LOC 3

TO: F I L E DATE: January 28, 1983

H S Coulter

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
January 27, 1983 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids were opened January 27, 1983 on the following projects:

1. Jenny Creek Bridge
   Green Springs Highway, Jackson County
   Grading, Paving and Structure

   Structure replacement. Six-foot shoulders on structure and approaches available for bicycle and pedestrian traffic.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

2. Second, Oak and Fifth Streets (Lebanon)
   City Streets, Linn County
   Grading and Paving

   City street improvement. Curb ramps will be installed on existing sidewalks.

3. McKay Creek (Platt) Bridge
   McKay Creek Road, Umatilla County
   Grading, Surfacing and Structure

   Twenty-four-foot aggregate approaches and a twenty-eight-foot roadway on the structure.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(b), which states, "footpaths and trails are not required to be established . . . if the cost of establishing such paths and trails would be excessively disproportionate to the need or probable use."

4. Kelsay Springs
   Sherman Highway, Wasco County
   Grading and Paving

   Twenty-foot lanes with four-foot shoulders available for bicycle and pedestrian use.

   Same as No. 1.

5. Washington County Pavement Marking
   Various Highways, Washington County

   Pedestrian and school crosswalks installed on this project.

6. Boeckman Creek Bridge
   Wilsonville Road, Clackamas County
   Grading, Paving and Structure

   Variable lane width. Future construction by other include a ten-foot bike path and a five-foot sidewalk.

7. Park Place-Newell Creek
   Cascade Highway South, Clackamas County
   Grading and Structure

   Future surfacing contract will include eight-foot shoulders for pedestrian and bicycle traffic.

   Same as No. 1.

8. SE 50th Avenue-SE 82nd Avenue
   Mt. Hood Highway, Multnomah County

   Multi-lane with sidewalk construction on existing sidewalks for bicycle and pedestran use.

HSC:RPS:ge

cc E. S. Hunter
   D. G. Talbot
   L. E. George
   F. E. Terpin
   George Bell
   Don Harwell
   D. A. Ridings

160

ROAD DESIGN SECTION 378-6558

ROW 3:1

J. B. Boyd, Manager
Right of Way Section

January 27, 1983

J. H. Versteeg
Road Design Engineer

Files 53244 & 53245
Park Place-Clackamas Community College
Cascade Highway South
Clackamas County

Attached are descriptions (2 files), an authorization and right of way prints covering additional right of way required for the subject project which is now under construction.

By:

W. H. Wakerlig
R/W Descriptions Supervisor

WHW:rlr
Attachments

1983 Park Place-Newell Cr. Sec. 9592
on the Cascade Hwy. South.
(Structures) #4

9512

160

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region I
9002 SE. McLOUGHLIN, MILWAUKIE, OREGON 97222 PHONE 653-3090

November 18, 1982

In Reply Refer To
File No
3-1964

DON FISHER
Planning Department
Clackamas Community College
19600 South Molalla Avenue
Oregon City, OR 97045

Versteeg
I Anderson
Adams
Sullivan
Tarpin

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ROAD DESIGN
SECTION

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Completed
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Enclosed are two copies of the contour grading plans for the new entrance into Clackamas Community College. I believe the plan reflects the various modifications we discussed at our last meeting with Merle Anderson, our landscape architect. The upper intersection has been modified along with the grading contours for the future sidewalk onto the campus.

The fencing, relocation of the illumination poles, and the relocation of your entrance sign would be conditions of the right-of-way settlement for the property which we are purchasing. The contour grading plan will be made a part of the construction contract for the Oregon City Bypass. Please review the plans and advise if acceptable.

JAMES D. McCLURE
Project Development Engineer

JDM:po

cc: Rob Barrentine-A/A Architects
Andy Rice-Landscape Planning Associates
E. L. Hardt
Ken Rolfe
Donald R. Adams
Merle Anderson
Curt Duval

Attachment

734-1850

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: E. S. Hunter
Assistant State Highway Engineer
for Technical Services

DATE: November 17, 1982

FROM: Donald R. Adams DRAdams
Final Design Engineer

SUBJECT: Oregon City Bypass Section

Rossman Landfill issue comments, background and status summary.

1. State Health & DOE met with Precision Castparts Co. (PCC). PCC requests continue confidentiality, so no meeting this month with all concerned parties.
2. Now scheduled to present problem to Energy Facility Siting Council (EFSC) in January.
3. Additional leachate samples have been taken. Requires a minimum of a month to get results.
4. EFSC could determine action to be taken in February. This action will depend largely on results of the readings on second set of samples. A lower reading could allow project to go forward, but will still be subject to some kind of EFSC action. Same high reading or higher could seriously jeopardize advancement of project.
5. The delay until January of the structures contract may not buy them enough time. A prediction of delay until March letting seems reasonable while we wait EFSC action.
6. This structure delay will affect and delay the grading of material south of Redlands that must move over Redlands structure to be placed on Rossman's Landfill.
7. The County will be asking questions. To maintain some semblance of confidentiality which PCC and DOE request, we need to work out a "story" for Metro, ourselves and for Miller.
8. Do you want further discussion with DOE? Does Miller need further background?

DRA:rw

Contains Recycled Materials

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(6)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71112

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 11/12/82

8. FEDERAL ROUTE NUMBER Primary 78

9. STATE ROUTE NUMBER Secondary 160

10. GENERAL LOCATION:
Park Place - Newell Creek Section

11. GENERAL DESCRIPTION OF WORK
Withdraw PS&E approval

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* See below

13. REMARKS

As requested by Mr. Swan's letter of 11/12/82 I approve the withdrawal of PS&E approval effective 10/27/82 with the understanding that PE charges for the subject project made on that date forward are eligible for Federal participation. Decrease obligation TEC $4,324,610 Federal Funds $3,675,918.

The above approval is based on the fact that it is the Oregon State Highway Division's present intention to accomplish in two phases the work that was granted PS&E approval under this project. The first phase is for construction of the two bridges and the second phase is for construction of the remaining work.

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STATE HWY ENGR
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REFER TO Moehring
FOR
Info Invos R/D D/R Sign Act File

Orig to 11/30

14. DATE 11/12/82

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hessner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

75.12

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

Date: November 12, 1982

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: D.E. Swan, P.E.
Program Control Engineer

Subject: Program Change
Item No. 71112
Project No. IX-78(6)
Park Place-Newell Creek Section
Clackamas County

I request approval of a program change withdrawing the PS&E approval granted on October 27, 1982. Also, that preliminary engineering charges for the subject project made on that date forward are eligible for Federal participation under Project No. IX_78(1).

This request is based on the fact that it is the Oregon State Highway Division's present intention to accomplish in two phases the work that was granted PS&E approval under this project. The first phase is for construction of the two bridges and the second phase is for construction of the remaining work.

JLG:bks
cc: Gary Zehner
General Files

[illegible]

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

10-27-82

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(6)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71112

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

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STATE HWY ENGR
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REFER TO Mohring
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Dry

1/2

7. DATE AUTHORIZATION EFFECTIVE 10/27/82

8. FEDERAL ROUTE NUMBER Primary 78

9. STATE ROUTE NUMBER Secondary 160

10. GENERAL LOCATION:
Park Place - Newell Creek Section

11. GENERAL DESCRIPTION OF WORK
Grade, drain and structure

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)*

On the job training	$ 800
Modify Leachate System	60,000
Abandon water wells	8,000

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 10/25/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $4,324,610 Federal Funds $3,675,918.

A signed copy of the Title Sheet is returned herewith.

14. DATE 10/27/82

15. SIGNATURE OF APPROVING OFFICIAL G. K. Bossner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9592

160

STATE OF OREGON

INTEROFFICE MEMO

TO: ROB CAMERON
Project Manager

DATE: October 13, 1982

FROM: JAMES D. McCLURE
Project Development Engineer

SUBJECT: College Entrance Road
Park Place Interchange-Clackamas Community College
Oregon City Bypass

In order to finalize the right-of-way negotiations with the Clackamas Community College staff, we will need to prepare a contour grading plan for the relocated entrance road. I will request Merle Anderson to prepare a plan for their entrance, also checking to see if some of the trees could be saved.

Please have your field crew reestablish the entrance road centerline along with staking the top of the 4:1 cut slopes so the alignment can be viewed in the field. Attached is a set of cross-sections reflecting the distance from centerline to the top of the cut slopes. I would appreciate if we could have this work completed by the latter part of next week.

po

Versteeg
✓ Anderson
Adams
1
Sullivan
Tarpin

RECEIVED
1982
ROAD DESIGN SECTION

cc: E. L. Hardt
John Baker
Tom Edward
Merle Anderson

P.S. Please return cross-sections as this is the only set I have.
I have also confirmed the field review of your staking for
10 a.m. Friday, October 22.

81-123-1387

4372

160

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: September 14, 1982

TO: DONALD R. ADAMS
Final Design Engineer

File No:

FROM: JAMES D. McCLURE James D. McClure
Project Development Engineer GJP.O.

1 A RECEIVED
1982
ROAD DESIGN SECTION
Terpin
Do Not File
Return To
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SUBJECT: College Entrance Road
Park Place Interchange
Clackamas Community College Section
Oregon City Bypass

I met with representatives of Clackamas Community College concerning the design of their relocated entrance road from the bypass. Their main concerns with the profile grade were (causing a 10-11-foot cut), are proposed 2:1 cut slopes, the rural roadway section, and the intersection angles.

I agreed to look at modifying the design as noted on the attached sketches and review these modifications at a meeting scheduled for October 4. Following the summary of the modifications, I agreed to have evaluated:

1. Change the roadway typical to a 48-foot urban section.
2. Flatten the cut slopes to 4:1 or 5:1 for lawn mowing purposes.
3. Reduce the depth of cut by modifying the profile.
4. Extend the 10 degree curve on the relocated access to form an angle of about 80 to 85 degrees with the bypass along with redesigning their upper access road to form a 90 degree connection.
5. Develop typical section along their access road and the bypass to show the relationship of the proposed noise berm and the flattened slopes.
6. Determine if the large fir tree in the southeast quadrant of the intersection can be saved.

REFERRED TO
F.E.
BY FINAL DESIGN

I have requested Rob Cameron to tie down the location of the fir along with confirming the width of the existing access roads on campus.

Normally, I would have had our staff develop these design modifications but no one here is now familiar with the design details. Therefore, I am requesting your staff to work up these modifications. Please have Tom Edwards call me next week if he has any questions and advise me if the information could be available by Tuesday, September 28.

I promised to send the modified design information to Don Fisher with Clackamas Community College prior to the October 4 meeting.

po

cc: E. L. Hardt
John Baker
Tom Edwards
Rob Cameron
Curt Duval

Attachments

006506

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ORIGINAL
DOCUMENT
IN FILE

006507

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ORIGINAL
DOCUMENT
IN FILE

9-72

160

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: September 13, 1982

TO: THE FILE

File No: 103-1964

FROM: JAMES D. McCLURE James D. McClure by P.O.
Project Development Engineer

SUBJECT: Entrance Road, Clackamas Community College
Park Place - Clackamas Community College Section
Oregon City Bypass

Versteeg ✓
Anderson
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SEP 14 1982
ROAD DESIGN SECTION

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On Wednesday, September 8, a meeting was held with Clackamas Community College staff to discuss our design for relocating the college main entrance access road. Leon Brock, John Baker, and I met with Bill Ryan, Dean of Administrative Services, Don Fisher, Alf Lair from Barrentine and Andy Rice.

Their main concern was the compatibility of our design for the new relocated main entrance road from the bypass onto their campus. I assured the group that we would develop a design that would be compatible and consistent with their current entrance road. Based on the location information available, our preliminary design indicates construction of a four-lane rural-type roadway with ditches on both sides and 2:1 slopes. Due to the super elevation of the bypass, the new access road is in a cut of about ten to eleven feet. Following is a summary of the design features which the college staff objected to:

1. The approach angle to the bypass centerline. Their preference is for a 90 degree intersection.
2. The non-curbed rural-type roadbed section.
3. The ten to eleven-foot cut with 2:1 slopes which would be difficult for the college to maintain.
4. Concern how the sound wall would tie into the access road slope.
5. Concern to have their existing access road approach the new access road at a 90 degree angle.
6. Concern about a large fir tree in the southeast corner of the intersection in respect to possibly saving the tree.

Beard
Cole
[✓ Erikson] F.E. Walter
Hagen Dorn
Return [✓ Discuss] Do File Due
BY FINAL DESIGN ENGINEER
Review & discuss
Do-e

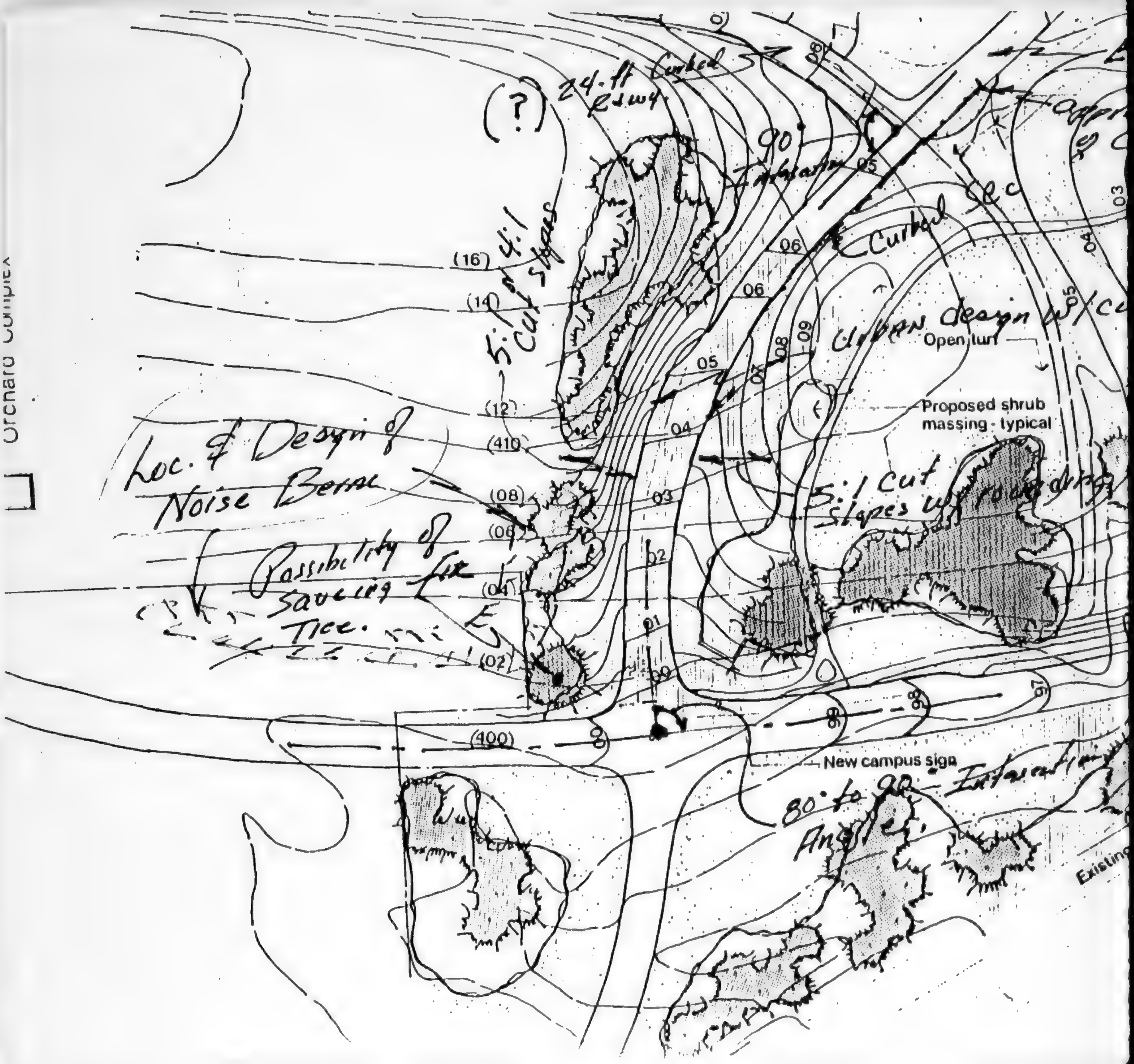
I advised the group since we had not developed the final design features at this time that it was a good time to review the design with their staff. I also assured them that during construction, our project engineer would work closely with their staff in the actual construction of their facility.

I committed to meeting with this group on Monday, October 4 at 10 a.m. in Bill Ryan's office to review our design changes for compatibility. Prior to this meeting, I will send copies of the redesign plans to Don Fisher for their review. Attached is a copy of a plan prepared by their architect showing some of the design features they desire along with my notes.

po

cc: E. L. Hardt
D. R. Adams
Tom Edwards
Curt Duval
John Baker

Attachment


Orchard Complex
(?)
24 ft Curbed Rdwy
90° Intersection
Curbed Sec
Curbed
5:1 or 4:1 Cut slopes
Urban design w/ cu
Open turf
Proposed shrub massing - typical
5:1 cut slopes w/ rounding
Loc. & Design of Noise Berm
Possibility of Saving the Tree.
New campus sign
80° to 90° Intersection Angle.
Existing
(16)
(14)
(12)
(410)
(08)
(06)
(04)
(02)
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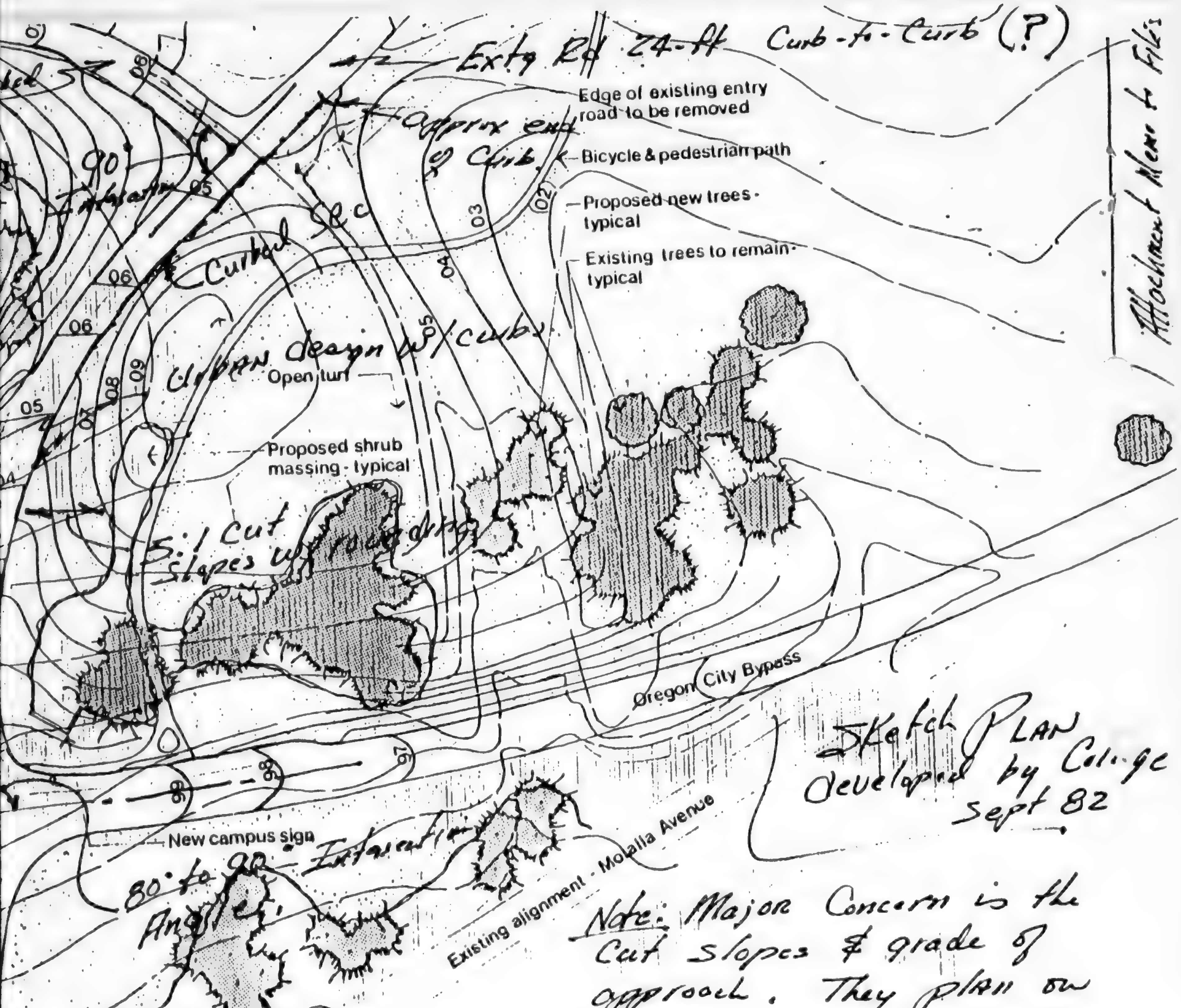
Ext'g Rd 24-ft Curb-to-Curb (?)
Edge of existing entry road to be removed
Approx end of Curb
Bicycle & pedestrian path
Proposed new trees - typical
Existing trees to remain - typical
90° Intersection
Curbed Sec
Curbed Sec
Urban design w/curbs
Open turf
Proposed shrub massing - typical
5:1 cut slopes w/ rounding
Oregon City Bypass
New campus sign
80° to 90° Intersection Angle
Existing alignment - Molalla Avenue
Sketch PLAN developed by College Sept 82
Attachment Memo to Files
02
03
04
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Note: Major Concern is the Cut slopes & grade of approach. They plan on planting with grass & need flater slopes to mow.

Entry Relocation Study

7

160

REFERRED TO
Board Stoudenmeyer
Cole Mann
1 Eriksen Watson
Hager Dorn Leu
Return Discuss Do File Due
BY FINAL DESIGN ENGINEER
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VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
5821 N.E. GLISAN STREET, PORTLAND, OREGON 97213

In Reply Refer to
File No.

September 3, 1982

1 ✓
Anderson
2 Adams
Olson
3 Sullivan
Terpin
Trout

RECEIVED
SEP 7 1982
ROAD DESIGN
SECTION

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BILL YOUNG, Director
Department of Environmental Quality
522 S.W. Fifth
Portland, OR 97204

Subject: Oregon City Bypass Project
Excavation of Landfill Materials

As a follow-up to our meeting with you last April in which we discussed our general methodology for handling the excavation materials we will remove from the old Bloom Landfill in Oregon City in conjunction with the Oregon City Bypass construction project. Subsequent to this meeting, Curt Duval and I met with Tim Spence of your staff to review the old landfill in the field. During the field review, it appeared that his major concern was the future closure of the Rossman Landfill where we plan to place the materials from the old Bloom Landfill located in the Newell Creek Canyon.

Attached is a report prepared by Curt Duval, our Region Location Engineer, outlining our general methodology for handling the old landfill materials. In general, we will excavate approximately 190,000 yards of material within the right-of-way for the Oregon City Bypass and haul this material to the north to make up a portion of the embankment required over the Rossman Landfill. The excavation area in the vicinity of the old landfill will be subexcavated three feet and a three-foot blanket of native clay materials will be used to seal off the old landfill materials. A similar clay blanket will be placed on the embankment area across the Rossman Landfill to control any minor leachates that may be contained in the excavated materials.

Please have your staff review our report and advise if our method of handling these materials appear to be adequate to your department. I anticipate a bid letting for the phase of construction which will involve the landfills October 28, 1982. Contractor's first phase of construction will involve building the structure over Redland Road. I would not anticipate any excavation activities to start until late spring of 1983. As soon as the advanced construction plans are available for review, I will have a set sent to Tim Spence to aid in your staff's review of our project.

JAMES D. McCLURE, P.E.
Project Development Engineer

JDM:po

cc: E. L. Hardt
D. R. Adams
C. H. Duval
G. W. Kaiser

Attachment

P.S. Construction plans just became available so I will include them in this package of material.

DISPOSAL OF LANDFILL MATERIAL

Park Place-Clackamas Community College Section

Cascade Highway

This report will address the proposed method of disposal and treatment of the old landfill material from Bloom's Landfill located between the proposed highway centerline stations 141+00 to 146+00. See project vicinity map, Attachment "A".

The method of construction of the landfill was discussed with Mr. Bloom. The household garbage deposited in the landfill was burned weekly; the ashes leveled and covered with the adjacent soils. The larger metal objects were shoved to the outer edges. According to Mr. Bloom, no garbage has been placed in the landfill within the last 20 years.

Four test pits were excavated to a depth of 30 feet± to determine the actual composition of the material in the landfill. As indicated by the attached photographs, the landfill contains soils, partially burned or decomposed wood, broken masonery, and some solid household waste. The outer perimeter is covered with old household appliances.

The landfill excavation is estimated at 190,000 cubic yards of the above described material. The total 190,000 cubic yards will be placed within Oregon Department of Transportation right-of-way, primarily in the Rossman Landfill at the northerly end of the project.

The material from Bloom's Landfill will be placed a minimum of three feet below subgrade and slopes of the fill over Rossman's Landfill. The outer three feet of fill will be made of silty-clay materials (see attached Laboratory Report No. 428 and Attachment B) to seal any possible leaching.

The roadbed slopes and subgrade area at Bloom's Landfill will be subexcavated three feet below grade; the slopes will be backfilled with silty-clay and topsoil, and seeded and mulched. The subgrade will be backfilled with pit-run aggregate.

If water flowing into Bloom's Landfill from an outside source is encountered, it will be diverted away from or over the remaining landfill area by ditching or culvert pipes and placed in the project drainage system, not allowed to filter in an out of the remaining landfill area.

We discussed our proposed method of disposal of the material from Bloom's Landfill with Mr. Dave Phillips, Code Compliance Supervisor, and Mr. Winston Kurth, Deputy Director of the Department of Environmental Services, Clackamas County. Mr. Phillips has concurred in our concept for disposal of the landfill materials.

CHD:po
OSHD
9/3/82

cc: Marion Craft
Rob Cameron
Curt Duval

OREGON DEPARTMENT OF TRANSPORTATION

CORRIDOR-DESIGN HEARING MAP

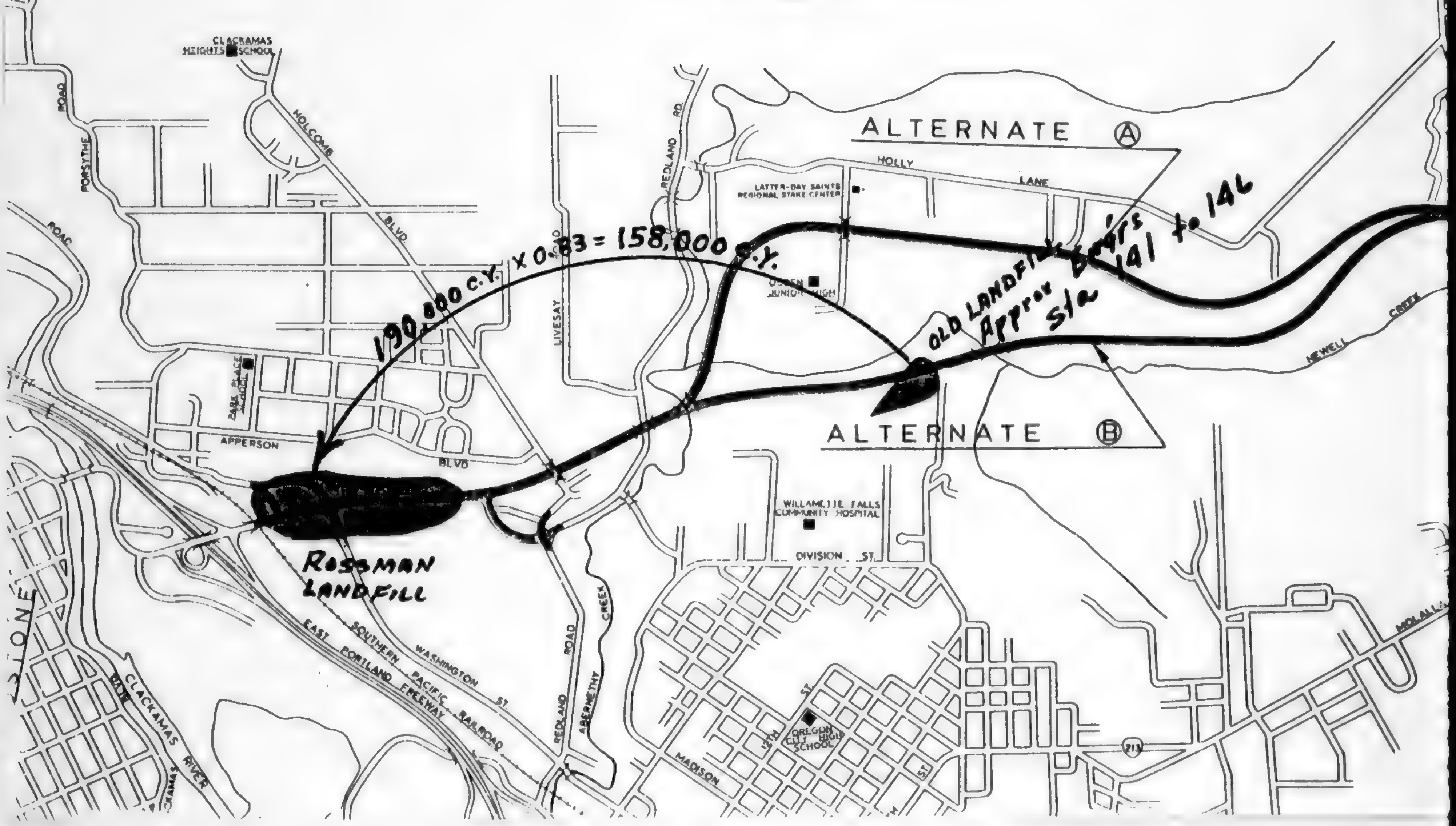
PARK PLACE - CLACKAMAS COMMUNITY COLLEGE

(OREGON CITY BYPASS)

CASCADE HIGHWAY

CLACKAMAS COUNTY

1979


CLACKAMAS HEIGHTS SCHOOL
FORSYTHE ROAD
HOLCOMB BLVD
ROAD
ALTERNATE Ⓐ
HOLLY LANE
LATTER-DAY SAINTS REGIONAL STAKE CENTER
REDLAND RD.
190,000 C.Y. X 0.83 = 158,000 C.Y.
OLD LANDFILL Approx 6 yrs S/a 141 to 146
OGDEN JUNIOR HIGH
LIVESAY ROAD
PARK PLACE SCHOOL
APPERSON BLVD
NEWELL CREEK
ALTERNATE Ⓑ
WILLAMETTE FALLS COMMUNITY HOSPITAL
DIVISION ST.
ROSSMAN LANDFILL
EAST PORTLAND FREEWAY
SOUTHERN PACIFIC RAILROAD
WASHINGTON ST.
REDLAND ROAD
ABERNETHY CREEK
CLACKAMAS RIVER
OREGON CITY HIGH SCHOOL
MADISON
MOLALLA
213

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RANSPORTATION
EARING MAP
COMMUNITY COLLEGE
BYPASS)
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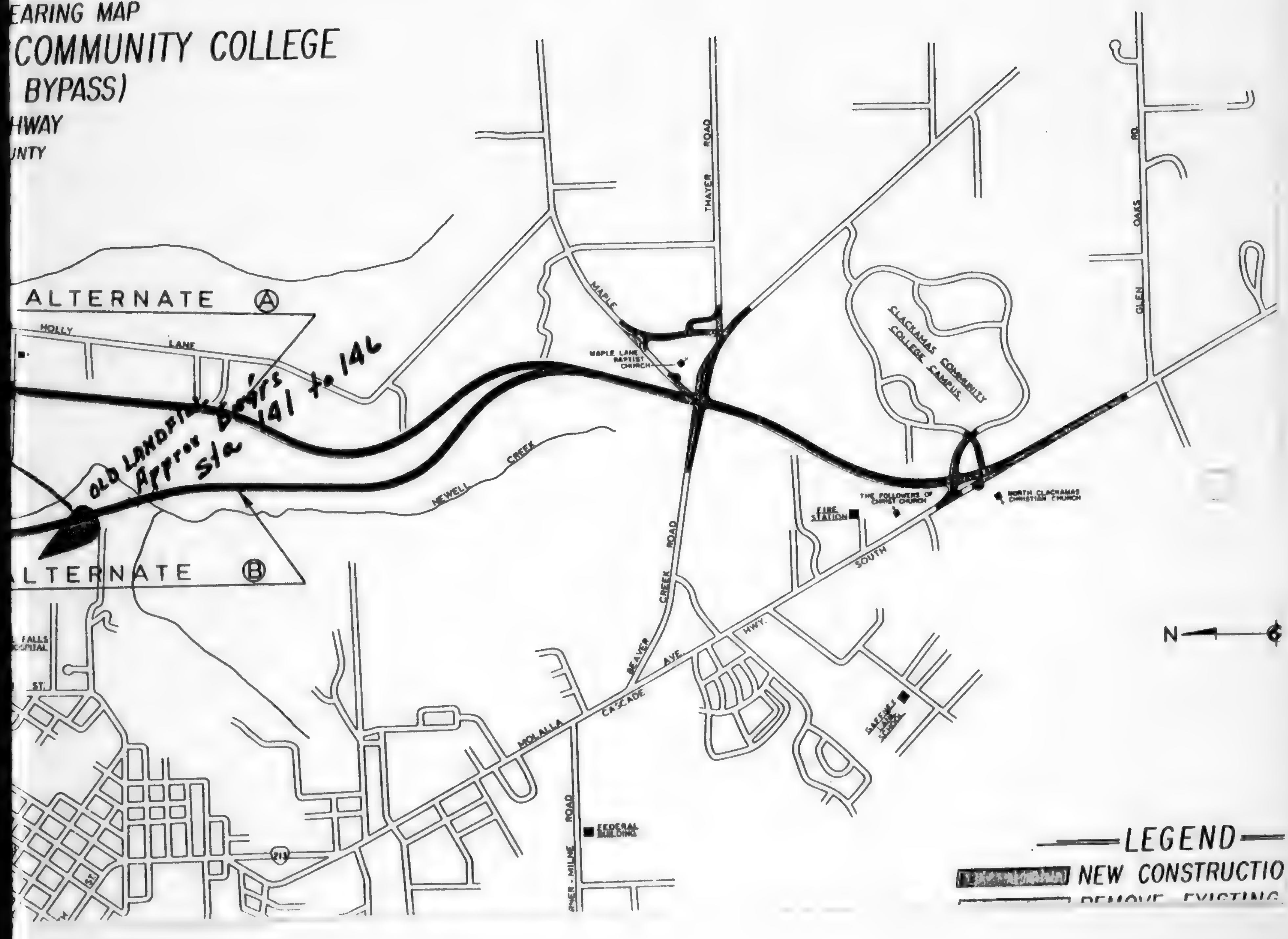
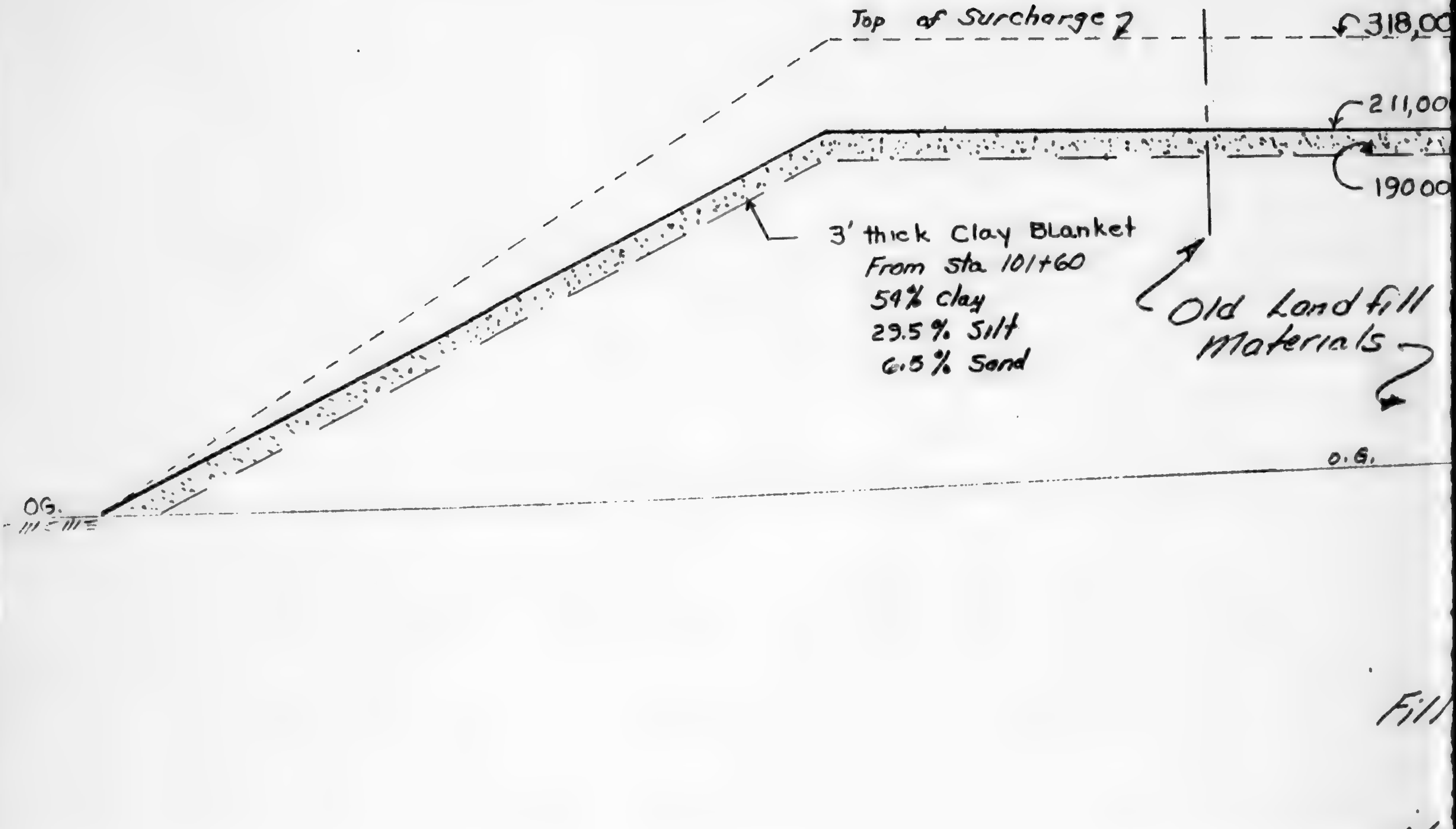
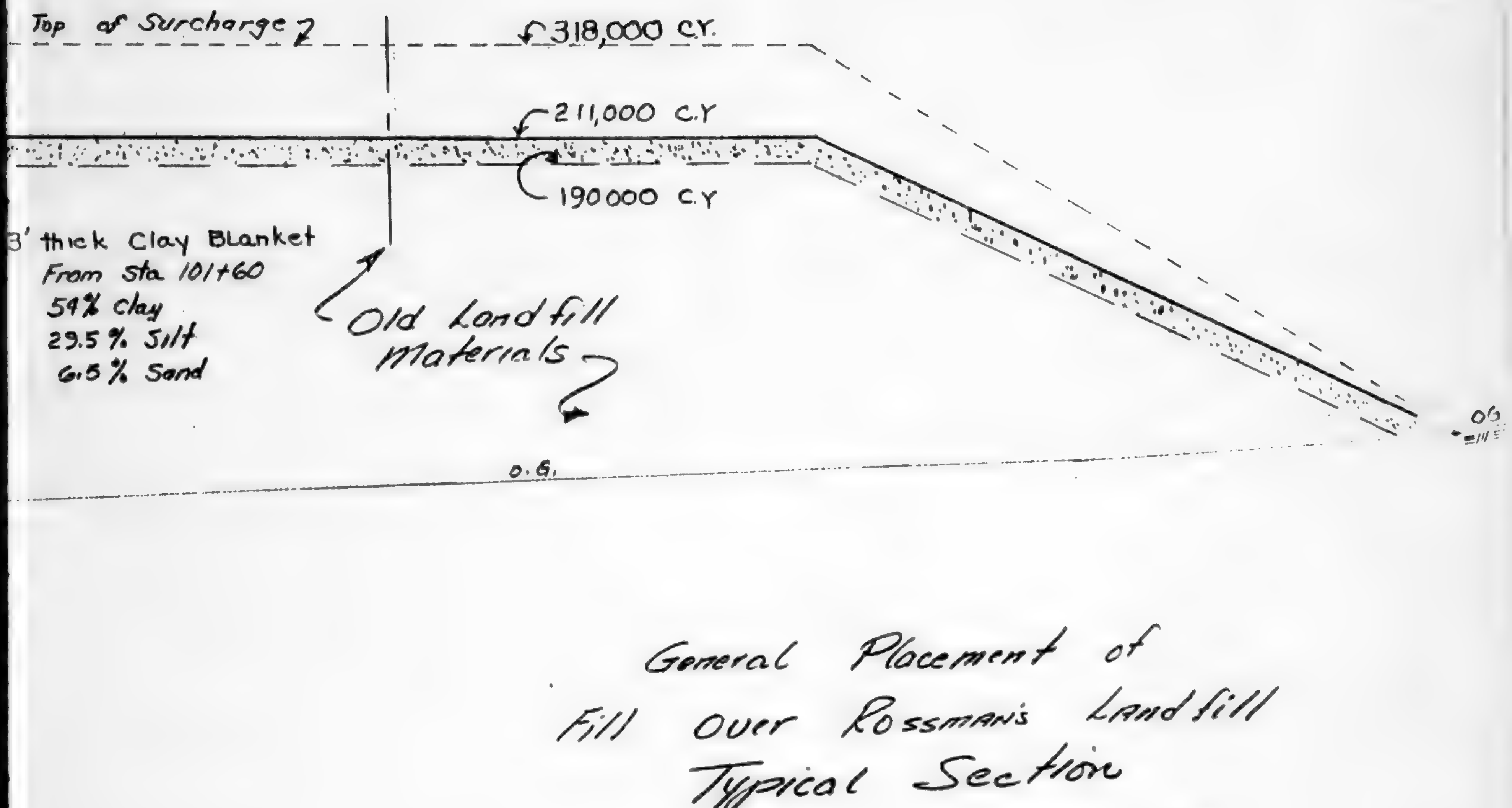

ALTERNATE Ⓐ
ALTERNATE Ⓑ
HOLLY LANE
OLD LANDFILL
Approx Bdrys
Sta 141 to 146
MAPLE
THAYER ROAD
MAPLE LANE BAPTIST CHURCH
CLACKAMAS COMMUNITY COLLEGE CAMPUS
GLEN OAKS RD
NEWELL CREEK
BEAVER CREEK ROAD
THE FOLLOWERS OF CHRIST CHURCH
NORTH CLACKAMAS CHRISTIAN CHURCH
FIRE STATION
SOUTH
HWY.
AVE.
CASCADE
MOLALLA
FALLS
HOSPITAL
ST.
ST.
213
RNER - MILNE ROAD
FEDERAL BUILDING
GAFFNEY LANE SCHOOL
N
LEGEND
NEW CONSTRUCTIO
REMOVE EXISTING


Top of Surcharge
318,00
211,00
19000
3' thick Clay Blanket
From sta 101+60
54% clay
29.5% Silt
6.5% Sand
Old Landfill
Materials
O.G.
OG.
Fill
No

Attachment B


Top of Surcharge
318,000 C.Y.
211,000 C.Y
190000 C.Y
3' thick Clay Blanket
From sta. 101+60
59% clay
29.5% Silt
6.5% Sand
Old Landfill
Materials
O.G.
OG
=115

General Placement of
Fill Over Rossman's Landfill
Typical Section
No Scale June 82

OREGON STATE HIGHWAY DIVIS N
Materials Section

Laboratory Report

Laboratory No. 78- 428

Project	Park Place-Clackamas Community College	Prefix No.	103-1964
Highway	Cascade	County	Clackamas
Contractor	Contract No.	F. A. Project No.	
Submitted by	Den Gano	Date Reported	1-31-78
		Laboratory Charges	164^{00}

1 Sack

REPORT ON SAMPLE OF

Source of material	Roadway, "P" line, Sta. 101+63, Center Line Approx Elev. 130'		
Sampled or inspected at	On Slope	Data No.	17383
To be used	Subgrade, Embankment	Date received	
Sampled or inspected by	Eshelman 1-11-78	Quantity represented	

TEST RESULTS

IL CONSTANTS
.L. T-89 63
I. T-90 25
. Gr. (Le Cha...) 2.68
nd Equiv.
ass. M-145 A-7-6
ganic %
t. Moist. %
s Angeles Abrasion T-96
Grading % Wear
egon Degradation
P20 %, Ht. in.

✓Expansion Pressure and "R" Value T-190

Moisture %	36.3	32.8	31.7	29.4	
Exudation Press. psi	223	318	326	462	
Expansion Pres. CT in	0.0	2.0	7.5	4.5	
Displacement	3.6	3.2	3.1	3.1	
Compaction, psi	10	10	36	110	
"R" Value	1	6	9	11	
Density pcf	82.0	86.5	87.9	90.7	
Water loss ml.	0	0	0	0	
Comp. water loss at blows	–	–	–	–	

✓Mech. Anal. T-88

Sieve Size	% Passing
4	
3	
2	
1½	
1	
¾	
½	
⅜	
¼	
4	
10	100.0
40	98.6
60	97.9
200	73.5

✓Moist.-Density Relations
T-99 ☐ T-180 ☐ Harvard ☐

Dry Density pcf	% Moisture
90.9	21.2
92.5	22.7
91.1	25.7
92.9	27.9

✓HYDROMETER ANALYSIS:

	Passing No. 10	Total Sample
Particles larger than 2.0 mm.	%	0.0 %
Coarse sand, 2.0 to 0.42 mm.	1.4 %	1.4 %
Fine sand, 0.42 to 0.074 mm.	5.1 %	5.1 %
Silt, 0.074 to .02 mm.	19.0 %	19.0 %
Silt, 0.02 to 0.005 mm.	20.5 %	20.5 %
Clay, smaller than 0.005 mm.	54.0 %	54.0 %

Material as represented by these samples (does) (does not) comply with specifications.

TEST REPORT DISTRIBUTIONS:
- ☐ F.H.W.A.
- X☐ Construction Engineer
- ☐ Maintenance Engineer
- ☐ Bridge Engineer
- ☐ Region Engineer
- ☐ Resident Engineer
- ☐ District Engineer
- ☒ Files
- X Gano
- X Gregg

Clay Blanket

Remarks Sample was prepared for testing after partial air drying.
36.3% stabilometer (T-190) sample was compacted using a metal plate.

"R"-Value @ 30.2% Moisture Content (95% of 94.5 pcf - T99 Max. Den.) — 10
"R"-Value @ 32.5% Moisture Content (300 psi Exudation) — 7

Engineer of Materials

SP*46306-734

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
5821 N.E. GLISAN STREET, PORTLAND, OREGON 97213

Telephone 238-8226
In Reply Refer to
File No.

June 9, 1982

WINSTON KURTH
Clackamas County Dept.
of Public Works
Oregon City, OR 97045

Subject: Oregon City Bypass
Bloom's Landfill

As you are aware, the alignment for the Oregon City Bypass cuts through the old Bloom Landfill causing removal of approximately 190,000 yards of excavation from the old landfill. Our general concept is to haul this material to the Rossman Landfill to make up the lower portion of the combination fill and surcharge. A clay blanket will envelope the materials from the old landfill as shown on the attached typical. section.

Our contacts with Dick Bloom, who developed the old landfill, indicated that no raw garbage had been placed in the dumpsite for at least 20 years. Investigations indicate that most of the material is burned ashes from building rubble etc., which is also confirmed by our laboratory report indicating densities for the material in the old landfill around 110 pounds per cubic foot.

For additional information, I am including a copy of our laboratory report, correspondence with DEQ and your staff on the concept for handling the material from the old landfill.

JMcClure

JAMES D. MCCLURE
Project Development Engineer

pa

Enclosure

cc Ed Hardt
Curt Duval

734-1896

GENERAL EXCAVATION

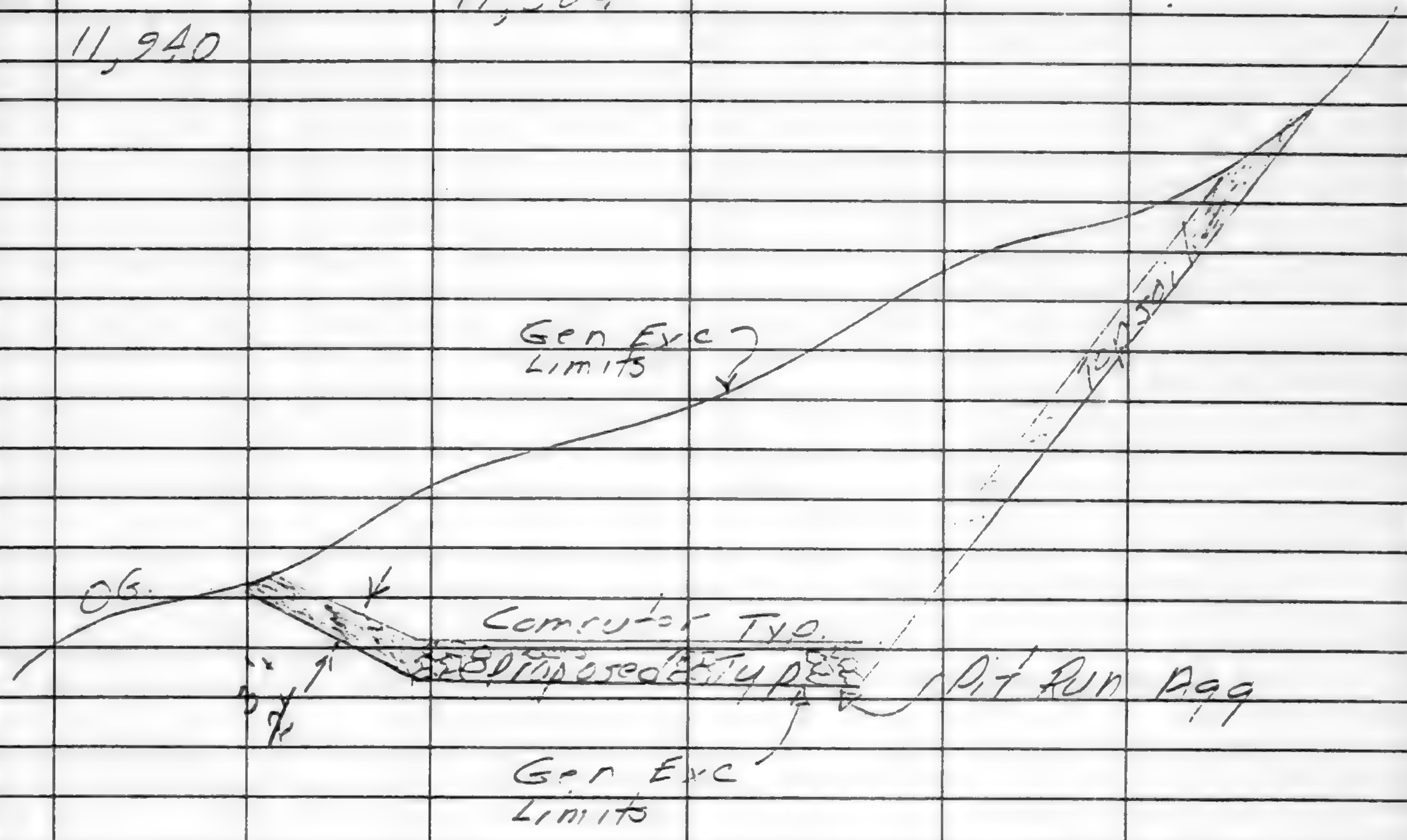
OREGON STATE HIGHWAY DIVISION

EARTH WORK COMPUTATION SHEET

SECTION PARKPLACE-CLACK.COM.COL. HIGHWAY CASCADE(ORE. CITY BYPASS LINE '2'

PREFIX NO. 103-1964-901 CONTRACT NO. ______ SHRINK OR SWELL FACTOR ______

STATION		AREA		VOLUME		ADJUSTED FILL VOLUME	SUMMATION
		CUT	FILL	CUT	FILL		
ABRUPT							
41+00		4652					
	100			24,511			
42+00		5584					
	100			38,726			
43+00		12,328					
	100			44,422			
44+00		11,660					
	100			40,785			
45+00		10,364					
	100			41,304			
46+00		11,940					
ABRUPT							


Gen Exc Limits
O.G.
Commuter Typ.
Proposed Typ.
Pit Run Agg
Gen Exc Limits

PAGE TOTAL	189,748 =	.833 158,000. c.y. and
SUB TOTAL		

IBM NO.

PAGE NO. ______

Form 734-3103

TOPSOIL

OREGON STATE HIGHWAY DIVISION

EARTH WORK COMPUTATION SHEET

ECTION PARKPLACE-CLACK.COM. COL. HIGHWAY CASCADE (ORE CITY BYPASS) LINE 'L'

REFIX NO. 103-1964-901 CONTRACT NO. SHRINK OR SWELL FACTOR

STATION		AREA		VOLUME		ADJUSTED FILL VOLUME	SUMMATION
		CUT	FILL	CUT	FILL		
EKUPT							
141+00			306				
	50				1270.		
142+00			380				
	100				1574.		
143+00			470				
	100				1782		
144+00			492				
	100				1952		
145+00			562				
	100				2015		
46+00			526				

PAGE TOTAL		8593
SUB TOTAL		

IBM NO.

PAGE NO.

Form 734-3103

PIT RUN

OREGON STATE HIGHWAY DIVISION

EARTH WORK COMPUTATION SHEET

ECTION PARK PLACE - CLACK. COM. COL HIGHWAY CASCADE/ORE. CITY BYPASS LINE "2"

REFIX NO. 103-1964-901 CONTRACT NO. SHRINK OR SWELL FACTOR

STATION		AREA		VOLUME		ADJUSTED FILL VOLUME	SUMMATION
		CUT	FILL	CUT	FILL		
ABRUPT							
141+00			142				
	100				567		
142+00			164				
	100				633		
143+00			178				
	100				659.		
144+00			178				
	100				663		
145+00			180				
	100				667		
146+00			180				
ABRUPT							

PAGE TOTAL		3189
SUB TOTAL		

IBM NO.

PAGE NO.

Form 734-3103

STATE OF OREGON

INTEROFFICE MEMO

TO: JIM McCLURE
Proj. Develop. Mgr.

DATE: FEBRUARY 23, 1982

FROM: C.J. ESHELMAN
Geologist
C.J. Eshelman

SUBJECT: OREGON CITY BYPASS GARBAGE DUMP

I called Dick Bloom tuesday morning after taking with you. Mr. Bloom stated that no "garbage" was placed at the dump site in the last 20 years. All previous househohold garbage was burned weekly and the ashes bladed level. Unburned larger metal was shoved to hte edge. He confirmed my previous ideas about the material we discovered by subsurface exploration. The upper 20 to 30 feet contains ashes, building rubble, garden clippings, sawdust etc. Larger appliances, water heaters & drums will be encountered at the edges of the area.

There is basically no change in our estimate of quantity, type or location of debris in this area.

cc Ed Hardt
Curt Duvall ✓

Contains
Recycled
Materials
81-125-1387

1592

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project IX-78(-)
Holcomb Blvd. O'Xing (Bridge No. 16523)
Park Place - Newell Creek Section
Oregon City Bypass

Date: August 19, 1982

From: Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer
Attn: Mr. W. J. Hart, Bridge Engineer

We have reviewed the preliminary plan submitted on July 28, 1982 by Mr. L. L. Wallace.

We approve the structure as submitted. Please provide sufficient crossbeam reinforcement to prevent the minor cracking of the end beams as experienced in the South Channel Structure of the Columbia River.

For/ Haskell
Dale E. Wilken

NOTED
E. S. HUNTER

RECEIVED
TECHNICAL SERVICES
AUG 23 '82
REFER TO Walt Hart
FOR

Info	Inves	R/D	D/R	Sign	Act	File
X						

cy

RECEIVED
STATE HWY ENGR
AUG 20 '82
REFER TO Hunter
FOR

Info	Inves	R/D	D/R	Sign	Act	File
X						

7572

C

U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project IX-78(1)
Redland Road O'Xing Bridge #16522
Cascade Highway South

Date: August 19, 1982

From: Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer
ATTN: Mr. W. J. Hart, Bridge Engineer

We have reviewed your preliminary engineering plan submitted July 30, 1982 and August 10, 1982 by L. L. Wallace.

We find the submittal acceptable particularly because of the large construction loads.

Please proceed with the plan.

NOTED
E. S. HUNTER

For Dale E. Wilken

RECEIVED
TECHNICAL SERVICES
AUG 23 '82
REFER TO Walt Hart
FOR

Info	Inves	R/D	D/R	Sign	Act	File
X						

oj

RECEIVED
STATE HWY ENGR
AUG 20 '82
REFER TO Hunter
FOR

Info	Inves	R/D	D/R	Sign	Act	File
X						

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

July 30, 1982

In Reply Refer to File No.:
DES 23
16522

NOTED
E. S. HUNTER

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

RECEIVED
TECHNICAL SERVICES
AUG 2 '82
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

FROM: Walter J. Hart, P.E.
Bridge Engineer

ORIGINAL SIGNED
L. L. WALLACE
L. L. Wallace, P.E.
Assistant Bridge Engineer

SUBJECT: Redland Road Overcrossing
Park Place - Newell Creek Section
Cascade Highway South
Clackamas County
BR 16522

Enclosed are two reduced prints of Drawings 36999 and 35633 which are the preliminary plan and elevation and vicinity map for this structure. Also enclosed are two copies of Sheets 3 and 3A from the Redland Road-Beaver Creek Road Section which shows the realignment of Abernathy Creek and the fill being built under the present contract. The foundation report is not complete but will be forwarded as soon as it is available. The structure will be supported on piles.

The alignment, roadway width and elevation are in accordance with the standards governing this project. The length is required to span Redland Road and Abernathy Creek. A separate structure was originally proposed for Abernathy Creek and was estimated to cost $840,000 for a bridge and $950,000 for twin 19-foot diameter structural plate culverts. Changing the channel for Abernathy Creek so that the Redland Road structure would span both the road and the creek resulted in a saving to the project of approximately $450,000.

Prestressed beams with a poured-in-place deck, both a two-span and a four-span, and a two-span post-tensioned box girder were studied as alternates for this site. All three alternates were very close in price with the post-tensioned box girder estimated to be slightly less expensive than the other two. This structure will be used by haul vehicles during the construction of the fill to the north of this site. The box girder will handle the haul vehicle load, and the superelevation and the spiral alignment better than the other structure types. The haul vehicle capacity adds an estimated $30,000 to the project, but a separate haul structure would cost $120,000.

The estimated cost for this structure, including an allowance for engineering and contingencies, is $1,125,000.

We request your approval of our preliminary plan.

JMT:jrb

Enclosures

cc: ✓E. S. Hunter
D. H. Moehring
Don Adams /w/ 1 set
E. L. Hardt /w/ 2 sets
Gary L. Potter /w/ 1 set
Donald E. Shaffer /w/ 1 set

9272

STATE OF OREGON **INTEROFFICE MEMO**

TO: Tony Viducich, Title Attorney
Highway Division

DATE: July 20, 1982

FROM: Robert A. Holland, Assistant Attorney General
Department of Justice

SUBJECT: Lilly v. Shrake and Department of Transportation
Clackamas County Circuit Court Case No. 82-4-257
File No. L-8241

RECEIVED

Attached is a copy of the Complaint which was served on us in the above-entitled case.

I would appreciate it if you would send me a memo pertaining to the status of this parcel of land and sufficient data to file an answer on behalf of the Department.

jea
Attachment

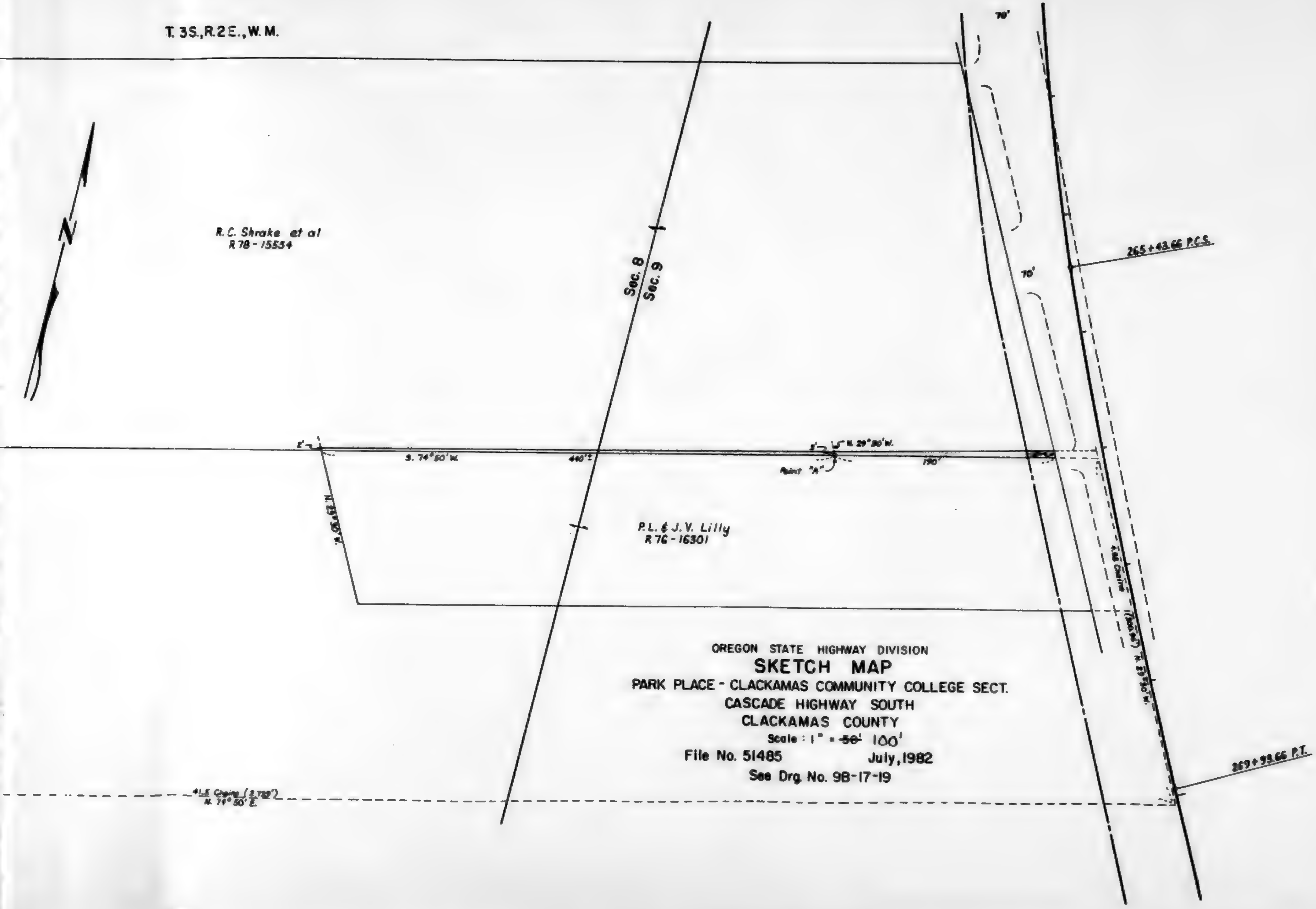
RECEIVED
JUL 26 1982
TRIAL DIVISION, DEPT OF JUSTICE
SALEM, OREGON

7-26

Bob:

1. Enclosed is 1" to 100' map prepared by H Walkerly's office. Also have 1" = 50' in File 51485
2. Deed to Patrick + Judy Lilly from Albert + Violet Lilly in 1976
3. " from " " " to State 3-26-82 File 51485 no doubt intended to include subject property.
4. Deed from Richard Shrake to State 6-18-81 File 51484
5. Nothing in either files mentions any disputed property
6. About 140 square feet in our highway r/w.
7. Our R/W map shows driveway on Lilly's property which may be the subject of part of the claim of adverse possession.
8. Our engineers didnt find corner monuments to determine if driveway on or off Lilly's deeded property
9. Negotiation records on File 51484 indicate we have a survey for Shrake's property. On File.
10. Photos on File 51485 shows fence on N side of driveway.

Tony


T. 3S., R.2E., W.M.
R.C. Shrake et al
R78 - 15554
Sec. 8
Sec. 9
P.L. & J.V. Lilly
R76 - 16301
S. 74°50' W.
440'±
N. 29°30' W.
5'
5'
Point "A"
190'
N. 29°30' W.
5'
70'
70'
265+43.66 P.C.S.
4.56 Chains (300.96') N. 29°30' W.
269+93.66 P.T.
41.5 Chains (2,739')
N. 74°50' E.

OREGON STATE HIGHWAY DIVISION

SKETCH MAP

PARK PLACE - CLACKAMAS COMMUNITY COLLEGE SECT.
CASCADE HIGHWAY SOUTH
CLACKAMAS COUNTY
Scale : 1" = ~~50'~~ 100'
File No. 51485 July, 1982
See Drg. No. 9B-17-19

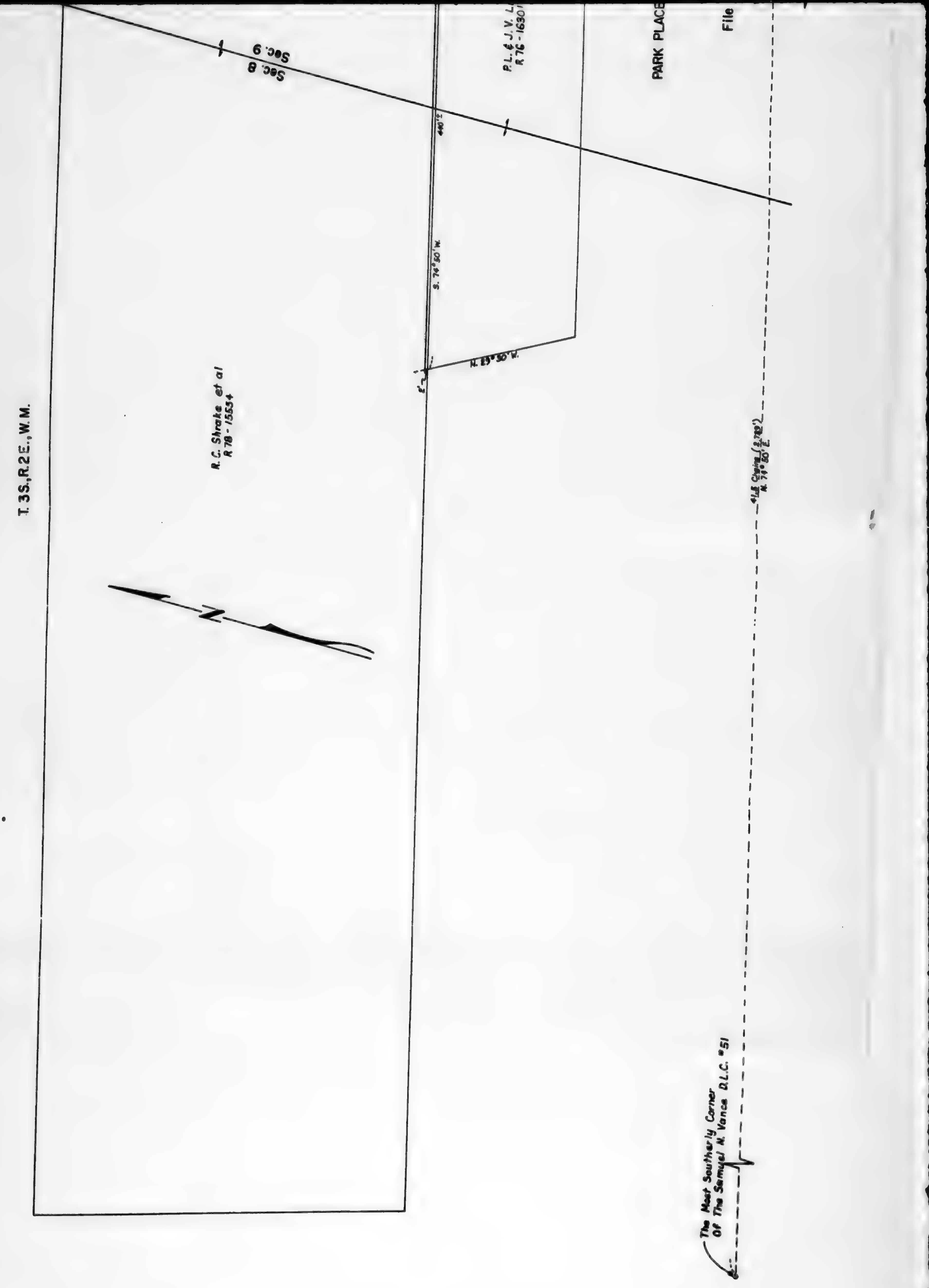
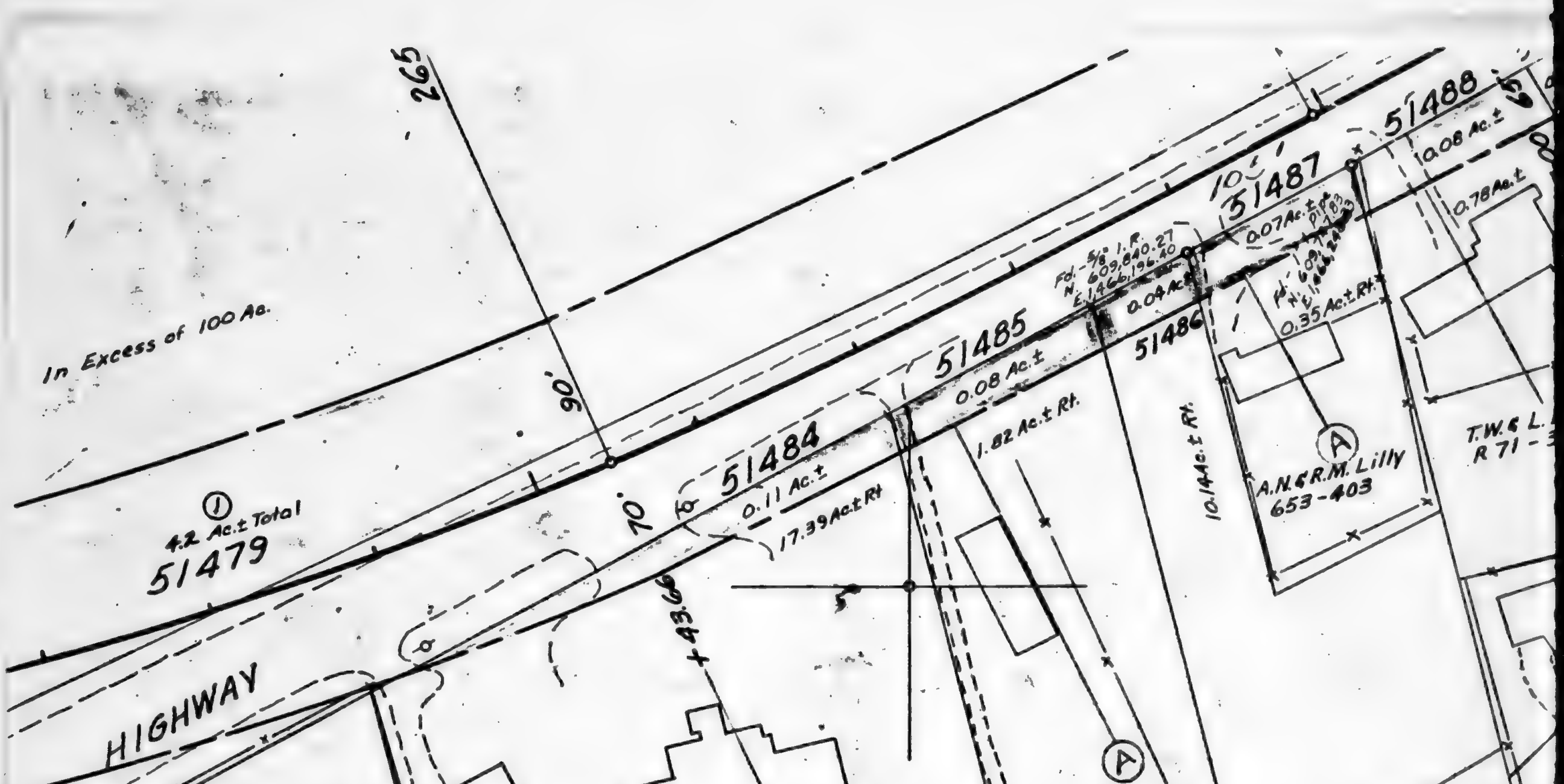
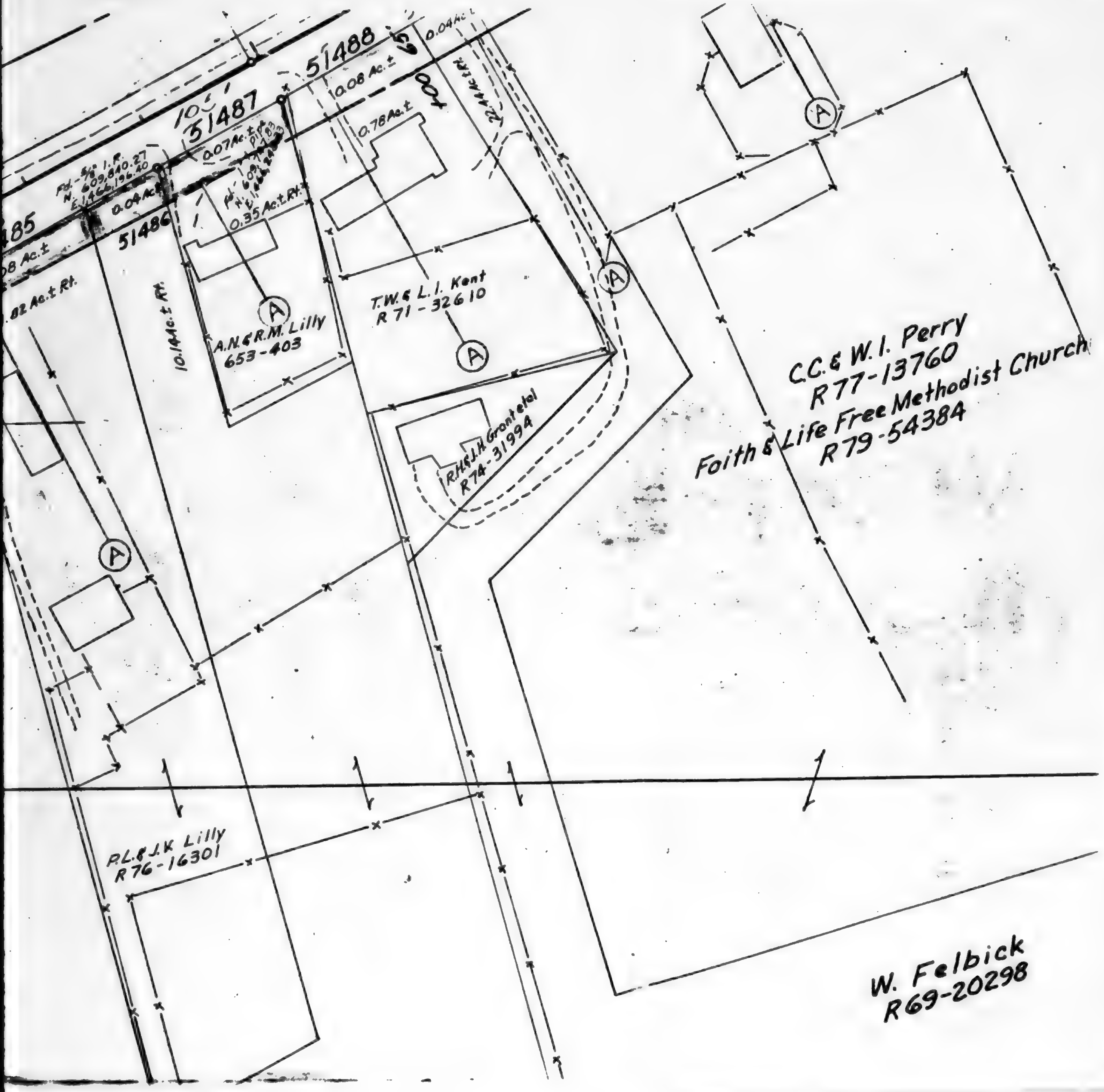

Sec. 9
Sec. 8
P.L. & J.V. L
R 76 - 1630
PARK PLACE
File
440'±
S. 74°50' W.
N. 23°30' W.
2'
R.C. Shrake et al
R 70 - 15554
T. 3S., R. 2E., W.M.
N
41.5 Chains (2,739')
N. 74°50' E.
The Most Southerly Corner
Of The Samuel N. Vance D.L.C. #51

EXHIBIT "A"

Part of the Robert Caufield D.L.C. No. 53 in Sections 8 and 9, T-3-S,R-2-E, of the W.M. in the County of CLackamas and State of Oregon, described as follows:

Beginning at the southeast or most southerly corner of the Samuel Vance D.L.C. No. 51, in T-3-S, R-2-E, of the W.M. which beginnning point is a stone set in the ground; thence North 74°50'East 41.50 chains; thence North 29°30' West 4.56 chains to the northeast corner of that tract of land described in a Deed to Patrick L. Lilly, et ux, recorded May 20, 1976 as Recorder's Fee No. 76 16301, Film Records and the true point of beginning of the tract of land herein to be described; thence South 74°50' West along the Northwesterly line of said Lilly tract to the intersection with the westerly line of the Oregon City-Molalla Road; thence continuing South 74°50' West along said northwesterly line a distance of 190.0 feet to a point hereinafter referred to as "Point A"; thence continuing South 74°50' West a distance of 440 feet, more or less, to the northwest corner of said Lilly tract; thence North 29°30' West a distance of 2.0 feet; thence Northeasterly to a point which is North 29°30' West a distance of 3.0 feet from the above described "Point A"; thence Northeasterly to a point on the westerly line of said road which is North 29°30' West a distance of 6/0 feet from the intersection with the northwesterly line of said Lilly tract; thence continuing on the last described line to the center of the Oregon City-Molalla Road; thence South 29°30' East to the true point of beginning


265
In Excess of 100 Ac.
90'
①
4.2 Ac.± Total
51479
70'
51484
0.11 Ac.±
17.39 Ac.± Rt.
+43.66
HIGHWAY
51485
0.08 Ac.±
1.82 Ac.± Rt.
Fd. 5/8" I.R.
N. 609,840.27
E. 1,466,196.40
0.04 Ac.±
51486
10'
51487
0.07 Ac.±
0.35 Ac.± Rt.
10.14 Ac.± Rt.
51488
0.08 Ac.±
0.78 Ac.±
Ⓐ
A.N. & R.M. Lilly
653-403
T.W. & L.
R 71-
Ⓐ
Ⓐ
P.L. & J.V. Lilly
R 76-16301
R.C. & ~~N.K.~~ Shrake etal
R 78-15553
4
erican Missions of
rches of America
-29683


51488
51487
51486
485
65
400
0.04 Ac.±
0.08 Ac.±
0.78 Ac.±
22.44 Ac.± Rt.
0.07 Ac.±
0.04 Ac.±
0.35 Ac.± Rt.
08 Ac.±
.82 Ac.± Rt.
10.14 Ac.± Rt.
Fd. - 5/8 I.R.
N. 609,840.27
E. 1,466,196.40
A
A.N. & R.M. Lilly
653-403
T.W. & L.I. Kent
R 71 - 32610
R.H. & J.H. Grant etal
R74-31994
C.C. & W.I. Perry
R77-13760
Faith & Life Free Methodist Church
R79-54384
P.L. & J.K. Lilly
R76-16301
W. Felbick
R69-20298

Holland Served 7/19/82
8:40 Bernice (Hathaway)

In the Circuit Court of the State of Oregon

for the County of Clackamas

PATRICK L. LILLY and JUDY A. LILLY,

Plaintiff

vs.

RICHARD SHRAKE and STATE OF OREGON, DEPT. OF TRANSPORTATION,

Defendant

No.

SUMMONS

To RICHARD SHRAKE
c/o Joy Abele, Attorney at Law
200 Smith Building
704 Main St.
Oregon City, Oregon 97045

STATE OF OREGON DEPT. OF TRANSPORTATION
c/o office of Attorney General
Salem, Oregon
Defendant

You are hereby required to appear and defend the complaint filed against you in the above entitled action within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, plaintiff(s) will apply to the court for the relief demanded in the complaint.

NOTICE TO THE DEFENDANT: READ THESE PAPERS CAREFULLY!

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service upon the plaintiff.

If you have any questions, you should see an attorney immediately.

SIGNATURE OF OREGON RESIDENT ATTORNEY

Terrance L. McCauley
TYPE OR PRINT NAME OF RESIDENT ATTORNEY

STATE OF OREGON;
County of Clackamas } ss.

I, the undersigned attorney of record for the plaintiff, certify that the foregoing is an exact and complete copy of the original summons in the above entitled action.

Terry McCauley
ATTORNEY OF RECORD FOR PLAINTIFF(S)

TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby directed to serve a true copy of this summons, together with a true copy of the complaint mentioned therein, upon the individual(s) or other legal entity(ies) to whom or which this summons is directed, and to make your proof of service on the reverse hereof or upon a separate similar document which you shall attach hereto.

Post office address at which papers in the above entitled action may be served by mail.

ATTORNEY(S) FOR PLAINTIFF(S)

655-9121

McCAULEY & McILHENNY
ATTORNEYS AT LAW

[redacted]
ATTORNEY FOR PLAINTIFF
455 S. Broadway
P. O. Box 370
Estacada, Oregon 97023
Telephone (503) 630-7736

CC: NWY
7/19/82

FORM No. 190—CIRCUIT OR DISTRICT COURT SUMMONS.
OE STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

1592

Holland

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CLACKAMAS

PATRICK L. LILLY and JUDY A. LILLY, husband and wife,

Plaintiffs,

vs.

RICHARD SHRAKE and STATE OF OREGON, Dept. of TRANSPORTATION,

Defendants.

NO. 82-4-257

AMENDED COMPLAINT IN EQUITY TO QUIET TITLE

Plaintiffs allege:

I

Plaintiffs are the owner of real property in Clackamas County, described in Exhibit "A" attached hereto and by this reference incorporated herein.

II

Plaintiffs and their predecessors have had open, hostile and exclusive possession of the said real property continuously for more than ten years under claim of right and possession of such property is in no other.

III

Defendants claim some interest in said property adverse to plaintiffs, but defendants claims are without any right whatsoever and ddefendants have no estate, title or interest in said property or any part thereof.

IV

Plaintiffs have no plain, adequate or speedy remedy at law and therefore bring this suit in equity.

WHEREFORE, plaintiffs pray for a decree:

1. Requiring defendants and all persons claiming under them to set forth the nature of their claims, if any, to the real property described in paragraph I herein;

2. Determining all adverse claims, if any, of defendants and all persons claiming under them;

3. Declaring plaintiffs as owners and entitled to possession of said real property free of any claim, estate, title or interest of defendants or those claiming under them and quieting title in said property in plaintiffs;

4. Enjoining defendants and those claiming under them from asserting any estate, title or interest in said real property or any part thereof;

5. Awarding plaintiffs their costs and disbursements to be taxed herein;

6. Granting such other relief as may be equitable.

McCAULEY & McILHENNY

By: ______________________
Terrance L. McCauley
OSB #70088
Attorney for Plaintiffs

EXHIBIT "A"

Part of the Robert Caufield D.L.C. No. 53 in Sections 8 and 9, T-3-S,R-2-E, of the W.M. in the County of CLackamas and State of Oregon, described as follows:

Beginning at the southeast or most southerly corner of the Samuel Vance D.L.C. No. 51, in T-3-S, R-2-E, of the W.M. which beginnning point is a stone set in the ground; thence North 74°50'East 41.50 chains; thence North 29°30' West 4.56 chains to the northeast corner of that tract of land described in a Deed to Patrick L. Lilly, et ux, recorded May 20, 1976 as Recorder's Fee No. 76 16301, Film Records and the true point of beginning of the tract of land herein to be described; thence South 74°50' West along the Northwesterly line of said Lilly tract to the intersection with the westerly line of the Oregon City-Molalla Road; thence continuing South 74°50' West along said northwesterly line a distance of 190.0 feet to a point hereinafter referred to as "Point A"; thence continuing South 74°50' West a distance of 440 feet, more or less, to the northwest corner of said Lilly tract; thence North 29°30' West a distance of 2.0 feet; thence Northeasterly to a point which is North 29°30' West a distance of 3.0 feet from the above described "Point A"; thence Northeasterly to a point on the westerly line of said road which is North 29°30' West a distance of 6/0 feet from the intersection with the northwesterly line of said Lilly tract; thence continuing on the last described line to the center of the Oregon City-Molalla Road; thence South 29°30' East to the true point of beginning

CERTIFICATE — TRUE COPY

I hereby certify that the foregoing copy of Amended complaint in equity to quiet title *is a complete and exact copy of the original.*

Dated July 13, *19*82

T McCauley

Attorney(s) for Plaintiffs

ACCEPTANCE OF SERVICE

Due service of the within .... *is hereby accepted on* ...., *19*......, *by receiving a true copy thereof.*

....

Attorney(s) for ....

CERTIFICATES OF SERVICE

Personal

I certify that on ...., *19*......, *I served the within* .... *on* .... *attorney of record for* .... *by personally handing to said attorney a true copy thereof.*

....

Attorney(s) for ....

At Office

I certify that on ...., *19*......, *I served the within* .... *on* .... *attorney of record for* ...., *by leaving a true copy thereof at said attorney's office with his/her clerk therein, or with a person apparently in charge thereof, at* ...., *Oregon.*

....

Attorney(s) for ....

Mailing

I hereby certify that I served the foregoing copy of amended complaint in equity to quiet title *on* Joy Abele, *attorney(s) of record for* defendant Shrake *on* July 13, *19*82, *by mailing to said attorney(s) a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorney(s) at said attorney(s) last known address, to-wit:* PO Box 704, Oregon City, Oregon 97045

and deposited in the post office at Estacada, *Oregon, on said day.*

Dated July 13, *19*82

....

Attorney(s) for plaintiffs

McCAULEY & McILHENNY
ATTORNEYS AT LAW

[redacted]
ATTORNEY AT LAW
455 S. Broadway
Estacada, Oregon 97023
Telephone (503) 630-7736

BACKING SHEET

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

June 28, 1982

In Reply Refer to
File No.:

DES 23
16523

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: Walter J. Hart, P.E.
Bridge Engineer

ORIGINAL SIGNED
L. L. WALLACE

L. L. Wallace, P.E.
Assistant Bridge Engineer

NOTED
E. S. HUNTER

SUBJECT: Holcomb Boulevard Undercrossing
Park Place - Newell Creek Section
Cascade Highway
Clackamas County
BR 16523

Enclosed are two reduced prints of Drawings 36140 and 35634 which are the preliminary plan and elevation and vicinity map for this structure. Also enclosed are two copies of the foundation report.

The alignment, roadway width and sidewalk widths are in accordance with the standards governing this project. The length and elevation are required to span the highway below and maintain the existing gradeline of Holcomb Boulevard.

The structure is located near the Park Place Interchange which consists of concrete box girder structure. For this reason, a concrete box girder was considered to be the desired structure type. Two alternate structures were studied. A three-span reinforced concrete box girder was estimated to cost $809,000. A single-span, post-tensioned concrete box girder was estimated to cost $755,000. The single-span structure was chosen because it eliminates the need for shoulder barriers adjacent to the roadway for column protection, and gives an aesthetically pleasing open look to the site.

An at-grade detour along the south side of the existing roadway will be required for Holcomb Boulevard traffic. In addition, several existing utilities, including a 30-inch waterline, must be relocated along the detour and then reconstructed on the new structure.

The estimated cost of this structure, including an allowance for engineering and contingencies. is $755,000.

We request your approval of our preliminary plan.

TJS:jrb

Enclosures

cc: E. S. Hunter
D. H. Moehring
Don Adams /w/ 1 set
E. L. Hardt /w/ 2 sets
Gary L. Potter /w/ 1 set
Donald E. Shaffer /w/ 1 set

RECEIVED
TECHNICAL SERVICES
JUN 29 '82
REFER TO
FOR

95/12

ROW 12

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

June 23, 1982

NOTED
H.S.COULTER

Lowell L. and M. Marlene
Forristall
2189 Dos Pesos Lane
Yuma, Arizona 85364

RE: File 51496 - Forristall
Park Place-Clackamas
Community College Section
Cascade Highway South
Clackamas County
FAP No. IX-78(3)

Dear Mr. and Mrs. Forristall:

Your donation of lots 3, 6, 9, 12 and 13 Gales Park, Clackamas County, consisting of 19.13 acres is appreciated by the Oregon Transportation Commission. The aesthetics of the relocated Cascade Highway along Newell Creek will be benefited by your property. The green space provided by this wooded property will be of benefit to the road user for many years to come.

Very truly yours,

JB Boyd

J. B. Boyd, PE, PLS
Right of Way Manager

JBB:jr

cc: Chairman Yturri
Fred Miller
Scott Coulter
E. S. Hunter
Ed Hardt
Ken Rolfe

RECEIVED
STATE HWY ENGR
JUN 23 '82
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Form 734-3122

[illegible]

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-78(3)

2. STATE PROJECT NO.: See below

2A. COUNTY NAME: Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 71112

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 6/21/82

8. FEDERAL ROUTE NUMBER: Primary 78

9. STATE ROUTE NUMBER: Secondary 160

10. GENERAL LOCATION:
Park Place - Clackamas Community College

11. GENERAL DESCRIPTION OF WORK
Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Program change
See below

13. REMARKS

As requested in Mr. Swan's letter of 6/15/82 I approve the revised Right of Way Costs to a TEC of $4,500,000 Federal Funds $3,825,000.

(Increase TEC $1,000,000 Federal Funds $850,000 Appn Code 580)

RECEIVED
STATE HWY ENGR
JUN 24 '82
REFER TO Mackinney
FOR

Info	Inves	R/D	D.R	Sign	Act	File

Orig to
6-24-82

14. DATE: 6/21/82

15. SIGNATURE OF APPROVING OFFICIAL: G. K. Hosmer

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to File No.:
PRO 6-2

June 15, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan
Program Control Engineer

SUBJECT: Program Change
Item No. 71112
Project No. IX-78(3)
Park Place-Clackamas Community College Section
Clackamas County

I request your approval of a program change to increase the estimated total cost and Federal funds on the project to reflect the current estimate for right-of-way as indicated in the attached memo from Mr. Brindley.

Approval of this request will involve an increase of $1,000,000 in total cost and $850,000 in Federal funds with revised financing as follows:

	TEC	FF	%	Appn Code
Present	$4,500,000	$3,825,000	85%	---
Previous	3,500,000	2,975,000	85%	823
Increase	$1,000,000	$ 850,000	85%	580

CL:bkc
Attachment

cc: E. Mershon
F. Lowe
J. Rose
G. Zehner
General Files

Form 734-3122

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO

TO: Fred D. Miller
Director

DATE: May 20, 1982

FROM: Robert N. Bothman R.N. Bothman
Assistant State Highway Engineer

SUBJECT: Oregon City Bypass/Highway 212 Groundbreaking Ceremony

Following are comments for the groundbreaking ceremony:

We are a month away from the Oregon City Bypass and three months from Highway 212 construction. The effort is concentrated at the groundbreaking ceremony upon the funding of the two projects.

The ceremony is to acknowledge the efforts of Senator Hatfield in bringing to Oregon Interstate Transfer Program dollars to move forward with the Bypass and 212 project.

The Oregon City Bypass and Highway 212 projects are the two major projects in Clackamas County. Because of the alignment on the County Commission, they were not able to select a first priority. As a result, we have phased both projects in order to start both projects in 1982.

Both projects have been on the drawing boards for a long time. The Clackamas County Commission has been to the Highway Commission and the Transportation Commission numerous times requesting both projects. Only with the insertion of the Interstate Transfer Program has the State been able to move forward.

The principle benefit to the Oregon City Bypass is to move the highway and commuter traffic from dwontown Oregon City.

Highway 212 is an arterial to service the principle industrial park in Clackamas County. The highway is both the local circulation street as well as the highway in and out of the industrial park. Highway 212 is a major link from I-205 to US26.

Both of these projects represent expenditures of transportation dollars in consideration of an industrial employment area, in the case of Highway 212 and the livability of a residential area and the viability of the business section in the case of the Bypass. We have cooperatively worked to match State Highway System requirements with the local requirements.

FRED MILLER

The two projects are a result of a major cooperative effort and a political consensus involving the jusridictions of the Region, the other two counties and the City of Portland and the Oregon State Department of Transportation. There has been an incredible amount of cooperation, specifically on the project between Oregon City, Clackamas County and the Oregon Department of Transportation to bring together these two projects.

Specifically, on the Oregon City Bypass the citizen participation effort was substantial in addressing the various alternatives and satisfying all the concerns involved with the canyon area, the schools, the hospital, the business community, the community college and all the other public persons involved anc concerned with the project. We satisfied all those needs collectively with the County, the State being the lead agency in developing the project, designing the project, acquiring the right-of-way and building the project.

There were a lot of similar concerns on the Highway 212 project but limited to dealing with the business interests.

The cooperative effort at the local level has certainly influenced the assistance at the federal level by Senator Hatfield and Representative AuCoin in bringing to this region the necessary Interstate Transfer Funds to allow us to move forward with this project. At the time when the program was substantially reduced nationwide, the program in Oregon was actually doubled from 1981 to 1982.

The projects are not only in the Senator's area, but also in Representative AuCoin's District, at least in the case of the Oregon City Bypass.

We are concentrating our investments on the Bypass and Highway 212 as two key arterials in Clackamas County which, together with the I-205 freeway where the state has dedicated a substantial investment in Clackamas County, form the backbone for the county road system.

It certainly is obvious that the Interstate Transfer Program has been the vehicle that has allowed the development of the highway backbone system in Clackamas County and throughout the rest of the region. We simply would not have these projects without the Interstate Transfer Program.

I hope this rambling of comments provides you with some insight or thoughts onto comments you might like to make.

RNB:st

STATE OF OREGON
HIGHWAY DIVISION

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Director

DATE: May 20, 1982

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copy 21-6
ccn
Clack.
VP.

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I hope this rambling of comments provides you with some insight or thoughts onto comments you might like to make.

RNB:st

DOT DIRECTOR
MAY 19 '82

Memo to: Fred Miller 5-19-82
From: Vickie Rocker
Subject: Oregon City Bypass

CRAG added the Oregon City Bypass & Highway 212 projects to the TIP in April 1977.

The purpose of the project is to relieve traffic congestion on the North/South arterials of Oregon City, to provide faster, safer passage for North/South through traffic & to reduce conflicts between through traffic & local traffic & activities in Oregon City.

History: ORE 213 N/S State Secondary Route connects I-205 & 99E just North of Oregon City with areas south of Oregon City. The route passes through the center

From: Mike Ricke
Subject: Oregon City Bypass

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The purpose of the project is to relieve traffic congestion on the North/South arterials of Oregon City, to provide faster, safer passage for North/South through traffic & to reduce conflicts between through traffic & local traffic & activities in Oregon City.

History: ORE 213 N/S State Secondary Route connects I-205 & 99E just North of Oregon City with areas south of Oregon City. The route passes through the center of the City on urban arterials, adding through traffic to local traffic volumes. Rapid development southward of Oregon City

FRED MILLER

along ORE 213 has added considerably to the through traffic loads, further increasing congestion

Oregon City & Clackamas Co have for many years strongly supported & promoted a bypass route east of the City

ODOT began design work, & formed the TAC & CAC for the project in 1977

Description:

A non-freeway, 4-lane arterial by-pass through Newell Creek Canyon - 4 signalized intersections

(Local desire to limit access points in order to discourage development.)

General info

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ODOT began design work, & formed the TAC & CAC for the project in 1977

Description:

A non-freeway, 4-lane arterial by-pass through Newell Creek Canyon - 4 signalized intersections

(Local desire to limit access points in order to discourage development.)

General info

Hwy Division survey crew will have the center-line & R/W lines marked w/ flags where the By-pass goes through the front of the Community College property. This will help people who attend the ceremony visualize the project. However, this section of roadway is not included in the first construction phase.

At this time, construction is in 3+ phases. Money is not yet secure for the complete project. Clackamas County will make a strong pitch at the ceremony for Hatfield to continue his efforts to assure full-funding of the project.

Clackamas County wants you to announce the Bid Opening date for the Bypass June 24 (I understand that you are aware of impending problems, however.)

I will have maps of

goes through the front of the Community College property. This will help people who attend the ceremony visualize the project. However, this section of roadway is not included in the first construction phase.

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Clackamas County wants you to announce the Bid Opening date for the Bypass June 24 (I understand that you are aware of impending problems, however.)

I will have maps of the project, showing the alignment & the 3 construction stages. Contracts scheduled for: ① summer & fall of '82

② Spring '83

③ Spring '84

Completion anticipated in Summer of '85

R.N. Bothman says he will give you the "political" report.

(Sorry for the scribbles; my Secretary is ill.)

Please call me if you have any questions: 238-8226

I will see you Thurs. at 4:30 pm

Bob Gettis
Salem Engineering
Hwy 160

1572

1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION
Right of Way Unit
9002 S.E. McLOUGHLIN BLVD., MILWAUKIE, OREGON 97222 PHONE 653-3113

May 19, 1982

George Donnerberg
P.O. Box 25086
Portland, OR 97225

File 51464 - Rinkes
Park Place-Clack.Comm.College Section
Cascade Highway
Clackamas County
FAP# IX-78(3)

The following statement was made on the appraisal review by Mr. Lou Schwab:

> "I contacted Bob Gettis, the designer of the frontage road. He said that if necessary, the design could be changed to "daylight" the approach at the west property line. The cut slopes would have to be steepened to 1½ to 1 but it could be done. The present design was to cause the least amount of damage to the residence. I then contacted Donnerberg about this. He agreed that the $15,500 damages should be eliminated if the State adjusted the design of the frontage road to enter the property at a grade approximately the same as subject's parking area. Therefore, I have eliminated the $15,500 for this item. As before, the appraisal and this review assumes the new driveway will have grades and turning radius as good or better than the present approach".

REFERRED TO
Board Stoudenmeyer
Cole Inann
Erikson F.E. Watson
Hagor Dorn Lou
Return Discuss Do File Due
BY FINAL DESIGN ENGINEER

Please revise your appraisal to conform with the above statement if you are in agreement. You will need to make the assumption that the frontage road would be daylighted. Also, temporary easements are considered a taking of some rights, and not a damage.

Please contact me if you have any questions. My telephone number is 653-3117.

Very truly yours,

MARVIN G. McELDOWNEY
Region Appraiser

1 Versteeg
Anderson
2 Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
MAY 21 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

MGM:kc
cc M.M.Mead
Bob Gettis

15VO

5-17-82

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(1)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71112

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 9/15/80

8. FEDERAL ROUTE NUMBER Primary 78

9. STATE ROUTE NUMBER Secondary 160

10. GENERAL LOCATION:
Park Place - Clackamas Community College Section

11. GENERAL DESCRIPTION OF WORK
PS&E Preparation

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☒ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION including utility preparatory work
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's letter of 11/15/79 you are now authorized to proceed with PS&E preparation. Final EIS distributed 8/8/80.

This authorization is issued to document PS&E preparation authorization under approved Oregon Action Plan. This office overlooked the formal request from the State dated 11/15/79 which requested authorization after adoption of the Final EIS.

RECEIVED
STATE HWY ENGR
MAY 21 '82
REFER TO Moehring
FOR
Info | Inves | R/D | D.R | Sign | Act | File

Orig to
5-21-82

14. DATE 5/17/82

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

7

150

ROAD DESIGN SECTION 378-[illegible]

RDS 16

E. L. Wardt
Region I Engineer, PORTLAND

May 14, 1982

W. H. Wakerlig
Right of Way Descriptions Supervisor

Park Place-Clackamas Community
College Section
Cascade Highway South
Clackamas County

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout A
Wakerlig

RECEIVED
MAY 17 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up /
Action

We are forwarding herewith a reproducible map covering the subject survey for your verification, narrative, professional seal, signature and submittal to the county per ORS 209.250.

The narrative shall explain the purpose of the survey, the basis on which lines were established and which found monuments and deed elements controlled the lines established or reestablished.

If, the narrative is a separate document, the narrative and the map should be referenced to each other and the narrative should contain additional information as follows:

1. Location of survey by ¼ Section, Donation Land Claim, Township and Range.
2. Date of Survey.
3. Surveyor's Seal.
4. Surveyor's business name and address.

By:

Arthur L. Dean
Sr. Design Draftsman

ALD:rlr
Attachment

Filing Map	2 Rolls
Field Map	1 Roll
Coord. SHts.	1 Pad.

HIGHWAY DIVISION MET

E. L. Hardt April 16, 1982
Metro Region Engineer

R. N. Bothman, Assistant State
Highway Engineer for Administration

Oregon City "Groundbreaking"

The selection of the title of the groundbreaking ceremony for the Oregon City Bypass concerns me. Apparently Vickie changed the groundbreaking ceremony to some kind of financial ceremony at Winston Kurth's suggestion. She felt the County was the lead agency.

I have always felt that we cannot shrink our lead agency responsibilities for projects which we have a major involvement where we are providing all the funding, responsible for the project development, or construction. I think we are the lead agency and we can't pass that along to any other jurisdiction.

The problem is, you have to balance that effort to the satisfaction of the counties and cities we work with. I don't think Vickie understands that balance. She is not alone, that's something I would suggest you continue to develop with all our staff. We have problems with the City of Portland and some of our project coordinators who feel that the City dictates on those projects. In the case of the I-505 Corridor, that is absolutely not correct. We work to a mutual agreement with the City, but the City doesn't tell us the way things have to be done. I think that applies even to projects like the Otty Road job in Clackamas County where we are responsible for the overall project development, even though the County is doing the public participation and providing the funding. Our responsibility is to get the results and we need to control everything that leads to those results.

Therefore, I suggest you discuss this with Vickie, Jim and Ted. Plug yourself into all the decisions that are made in Vickie's public involvement area. Anything she deals with that involves a decision, you should be involved in. She is not a messenger person for the cities and counties. You are responsible for anything she is involved with, as well as the rest of us in the Division.

Working with the above approach, I think the Metropolitan Branch has been pretty successful in the past. My approach to writing a lot of memos, both to myself and with staff, is a way of communicating, to be sure I know what everyone else is doing, and to get involved whenever I thought important decisions were involved.

lb

April 16, 1982

AGR 4

Clackamas County
Public Works Department
902 Abernethy Road
Oregon City, OR 97045

City of Oregon City
City Hall
Oregon City, OR 97045

Attention: Jean K. McNulty
City Recorder

MISC. CONTRACTS and
AGREEMENTS No. 7601

Gentlemen or Ladies:

Attached for your files is a fully executed copy of an agreement for the construction of the Park Place-Clackamas Community College Section (Oregon City Bypass) of the Cascade Highway South, State Secondary Highway No. 160.

We are retaining a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dmc
Attachment

bc: Don Harwell (agreement attached)

1572 Hwy 160

STATE OF OREGON INTEROFFICE MEMO

TO: MEMO TO THE FILE DATE: April 8, 1982 DES 16

Fred Eriksen

FROM: Fred Eriksen
Design Supervisor

SUBJECT: ~~Park Place - Clackamas Community College Section~~
Cascade Highway South
Clackamas County

The Wright Engineering Study on the methane collector system for the Rossman Landfill was reviewed by Don Adams, Tom Edwards and me. We have the following comments on the specifications and plan sheets:

1. Page 5 - 1st sentence - It seems like some words may be missing at the beginning of the sentence.

2. Plan sheet 1 - O.K.

3. Plan sheet 2 - Corrected stations and direction of condensate flow shown in red pencil. ~~Revised location of approach to landlocked Parker property to miss new gas well~~.

4. Plan sheet 3 - Why are well heads 4 feet above ground? This requires the use of a number of "sawhorse supports" to control the pipeline grade. It would seem easier to handle closer to the ground.

FE:jrb

sent 4-9-82 cc: Bruce Boyd
Jack Sullivan

1 Versteeg ✓
Anderson
2 Adams A
Ols[illegible]
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
APR [illegible] 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

Contains Recycled Materials

9512

Highway Division
File 51485, L-8084
1X-78(3)
9B-17-19

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That PATRICK L. LILLY and JUDY A. LILLY, husband and wife, Grantors, for the consideration of the sum of Three Thousand Five Hundred and no/100 DOLLARS ($3,500.00) received, do hereby convey unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, Grantee, the following described property, to wit:

A parcel of land lying in Section 9, Township 3 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that deed to Patrick L. and Judy A. Lilly, recorded as Recorder's Fee No. 76-16301, Film Records of Clackamas County; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the center line of the Cascade Highway South as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 234+64.79, said station being 2753.19 feet South and 597.18 feet East of the Southwest corner of the L.D.C. Latourette D.L.C. No 39, Township 3 South, Range 2 East, W.M.; thence South 28° 40' West 230.65 feet; thence on a spiral curve left (the long chord of which bears South 27° 12' 30" West 499.87 feet) 500 feet; thence on a 3274.05 foot radius curve left (the long chord of which bears South 15° 38' 52.5" West 984.12 feet) 987.85 feet; thence on a spiral curve left (the long chord of which bears South 56° 02' 45" West 100 feet) 100 feet; thence on a 2546.48 foot radius curve left (the long chord of which bears South 9° 10' 30" East 1247.54 feet) 1260.37 feet; thence on a spiral curve left (the long chord of which bears South 26° 43' 45" East 449.84 feet) 450 feet; thence South 28° 07' East 1506.34 feet to Engineer's center line Station 285+00.

The widths in feet of the strip of land above referred to are as follows:

Station	to Station	Width on Westerly Side of Center Line
265+43.66	271+00	70 in a straight line to 65

Bearings are based upon the Oregon Co-ordinate System, North Zone.

The parcel of land to which this description applies contains 0.08 acre, outside of the existing right of way.

Also for the above stated consideration, there is hereby conveyed to Grantee all existing, future or potential common law or statutory abutter's easements of access between the right of way of the public way identified as the relocated Cascade Highway South and all of Grantors' remaining real property, EXCEPT, however,

Reserving for service of Grantors' remaining property, access rights to and from said remaining property to the abutting highway right of way at the following place and in the following width:

Hwy. Engr's Sta.	Side of Hwy.	Width	Purpose
267+26	Westerly	35'	unrestricted

PL
JL

If, after written notice to desist, Grantors, or any person holding under them, shall use the above place of access in a width greater than above stated, or shall permit or suffer any person to do so, the right of access therefor shall automatically be suspended and Grantee shall thereupon have the right to close said place of access. The suspension shall terminate when satisfactory assurance has been furnished Grantee that the place of access will be used in a width not greater than above stated.

and no/100 DOLLARS ($3,500.00) received, do hereby convey unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, Grantee, the following described property, to wit:

A parcel of land lying in Section 9, Township 3 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that deed to Patrick L. and Judy A. Lilly, recorded as Recorder's Fee No. 76-16301, Film Records of Clackamas County; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the center line of the Cascade Highway South as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 234+64.79, said station being 2753.19 feet South and 597.18 feet East of the Southwest corner of the L.D.C. Latourette D.L.C. No 39, Township 3 South, Range 2 East, W.M.; thence South 28° 40' West 230.65 feet; thence on a spiral curve left (the long chord of which bears South 27° 12' 30" West 499.87 feet) 500 feet; thence on a 3274.05 foot radius curve left (the long chord of which bears South 15° 38' 52.5" West 984.12 feet) 987.85 feet; thence on a spiral curve left (the long chord of which bears South 56° 02' 45" West 100 feet) 100 feet; thence on a 2546.48 foot radius curve left (the long chord of which bears South 9° 10' 30" East 1247.54 feet) 1260.37 feet; thence on a spiral curve left (the long chord of which bears South 26° 43' 45" East 449.84 feet) 450 feet; thence South 28° 07' East 1506.34 feet to Engineer's center line Station 285+00.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Westerly Side of Center Line
265+43.66		271+00	70 in a straight line to 65

Bearings are based upon the Oregon Co-ordinate System, North Zone.

The parcel of land to which this description applies contains 0.08 acre, outside of the existing right of way.

Also for the above stated consideration, there is hereby conveyed to Grantee all existing, future or potential common law or statutory abutter's easements of access between the right of way of the public way identified as the relocated Cascade Highway South and all of Grantors' remaining real property, EXCEPT, however,

Reserving for service of Grantors' remaining property, access rights to and from said remaining property to the abutting highway right of way at the following place and in the following width:

Hwy. Engr's Sta.	Side of Hwy.	Width	Purpose
267+26	Westerly	35'	unrestricted

If, after written notice to desist, Grantors, or any person holding under them, shall use the above place of access in a width greater than above stated, or shall permit or suffer any person to do so, the right of access therefor shall automatically be suspended and Grantee shall thereupon have the right to close said place of access. The suspension shall terminate when satisfactory assurance has been furnished Grantee that the place of access will be used in a width not greater than above stated.

And Grantors do hereby covenant to and with Grantee, its successors and assigns,

2/8/82

Highway Division
File 51485 - L-8084
IX-78(3)
9B-17-19

that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 26 day of March, 1982.

Patrick L. Lilly
Patrick L. Lilly

Judy A. Lilly
Judy A. Lilly

STATE OF OREGON, County of Clackamas

March 26, 1982. Personally appeared the above named Patrick L. Lilly and Judy A. Lilly, who acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon
My Commission expires 5-17-83

9592

U. S. DEPARTMENT OF TRANSPOR ION
FEDERAL HIGHWAY ADMINISTRATION

3-24-82

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.
IX-78(3)

2. STATE PROJECT NO.
See below

2A. COUNTY NAME
Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO:

5. ITEM NO.
71112

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE
3/24/82

8. FEDERAL ROUTE NUMBER
Primary 78

9. STATE ROUTE NUMBER
Secondary 160

10. GENERAL LOCATION:
Park Place - Clackamas Community College

11. GENERAL DESCRIPTION OF WORK
Right of Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☒ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's letter of 3/18/82 you are authorized to proceed with the actual acquisition of file No. 52557 as shown on R/W map IR-4-779 at a TEC of $29,400 Federal Funds $24,990.

Federal participation is limited to that Right of Way actually incorporated in the final location of the subject project.

14. DATE
3/24/82

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE
for Division Administrator

FORM PR-1240 PREVIOUS EDITIONS MAY BE USED
(Rev. 12-79)

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

March 18, 1982 PRO 6-2

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Project No. IX-78(3)
Park Place-Clackamas Community College Sec.
Clackamas County
(File 52557)

I request your authorization to proceed with the actual acquisition of the above listed file on the subject project at an estimated total cost of $29,400. The area to be acquired is as outlined in red on the enclosed sketch map. No relocation assistance is involved and authorization to proceed as requested will not involve an increase in total cost or federal funds for the project at this time.

CL:bkc
Enc.

cc: F. Lowe
General Files

Form 734-3122

9592

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(3)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71112

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 3/15/82

8. FEDERAL ROUTE NUMBER Primary 78

9. STATE ROUTE NUMBER Secondary 160

10. GENERAL LOCATION:
Park Place - Clackamas Community College

11. GENERAL DESCRIPTION OF WORK
Right of Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☒ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested by Mr. Swan's 3/5/82 letter you are now authorized to proceed with the actual acquisition of file No. 52555 as shown on R/W map 9B-17-13 at a TEC of $1,000 Federal Funds $850.

Federal participation is limited to that right of way actually incorporated in the final location of the subject project.

RECEIVED
MAR 19 '82
REFER TO
[illegible]

[illegible] 3/19

14. DATE 3/15/82

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

ROAD DESIGN SECTION DES 16

Ed Hardt March 12, 1982
Metro Region Engineer

RECEIVED
[illegible] 1982
ROAD DESIGN SECTION
Do Not File
Return To
Bring Up
Action

Donald R. Adams
Final Design Engineer

Park Place-Clackamas Community College
Cascade Highway South
Clackamas County

Ted Inloes, Region Utilities Specialist, advises that the proposed plan for building a structure to carry Holcomb Boulevard traffic on the existing road alignment requires relocating five underground utilities. The proposed plan would move the utilities to a temporary detour on the south side of Holcomb Boulevard to allow excavating the existing road and constructing the bridge.

Ted informs us the utilities [telephone (900-pair cable), 30-inch water main, 6-inch water main, 4-1/2-inch gas main, 12-inch sanitary sewer] must remain in service so they will have to be moved to the detour and later installed in the structure (letter attached).

At your request, the temporary detour has been recalculated. We could realign Holcomb Boulevard and build the bridge on a new alignment with traffic on the existing road. The utilities would only have to be moved once. It is estimated this could save the project $50,000 and the utilities, $45,000 to $50,000. Right-of-way costs may offset these savings and should be estimated for each of the below listed new alignments.

We have drawn two alternate alignment plans, one on each side of Holcomb Boulevard (sketches and estimate attached):

Alternate 1

An alignment south of Holcomb Boulevard. Requires additional right-of-way from three owners. One property has house that will be affected.

Alternate 2

An alignment north of Holcomb Boulevard. This plan is more of an improvement to Holcomb Boulevard alignment. Requires right-of-way from two owners and two houses would be affected.

Construction of either alternative would be the same. Please contact the County for its acceptance of either plan, advise the new right-of-way costs for both alternatives, and recommend a preferred alignment.

Attachments

cc J. H. Versteeg
Fred Eriksen

FE:ja

3-4-82

Park Place - Clackamas Community College Sec.
Cascade Highway South
Clackamas County

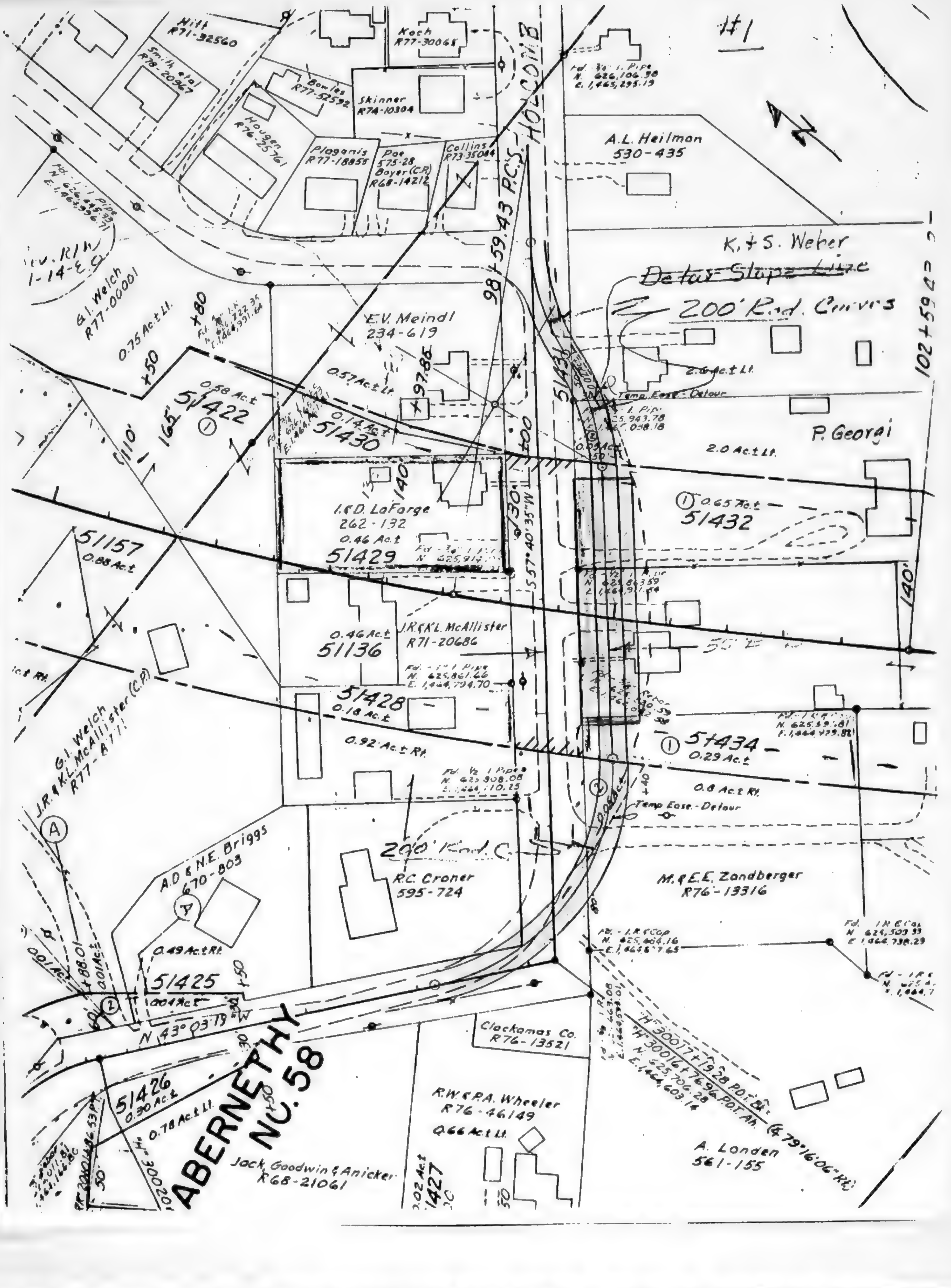
Proposed Holcomb Blvd. Alternate Alignments

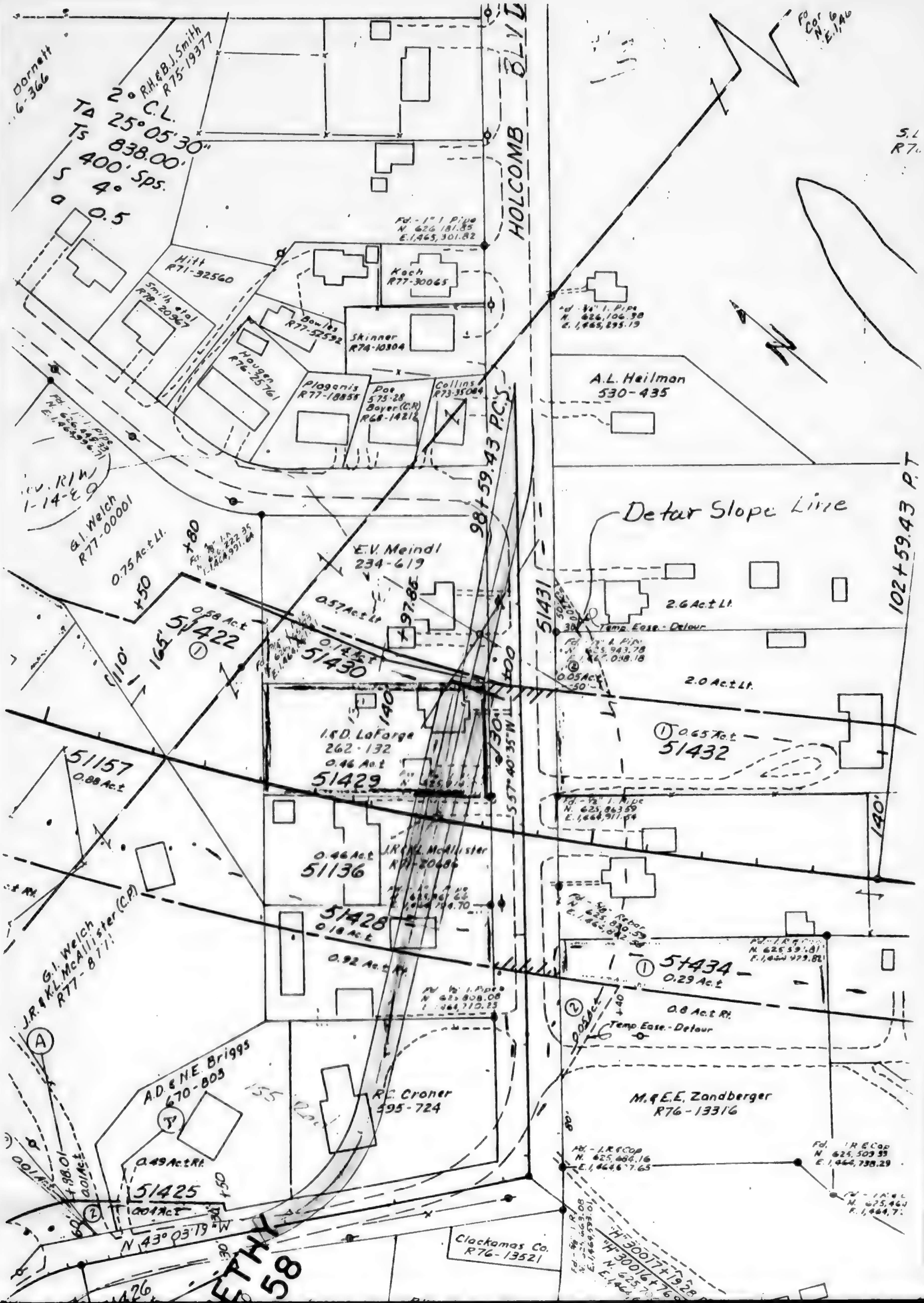
#1 New alignment on South side of Holcomb

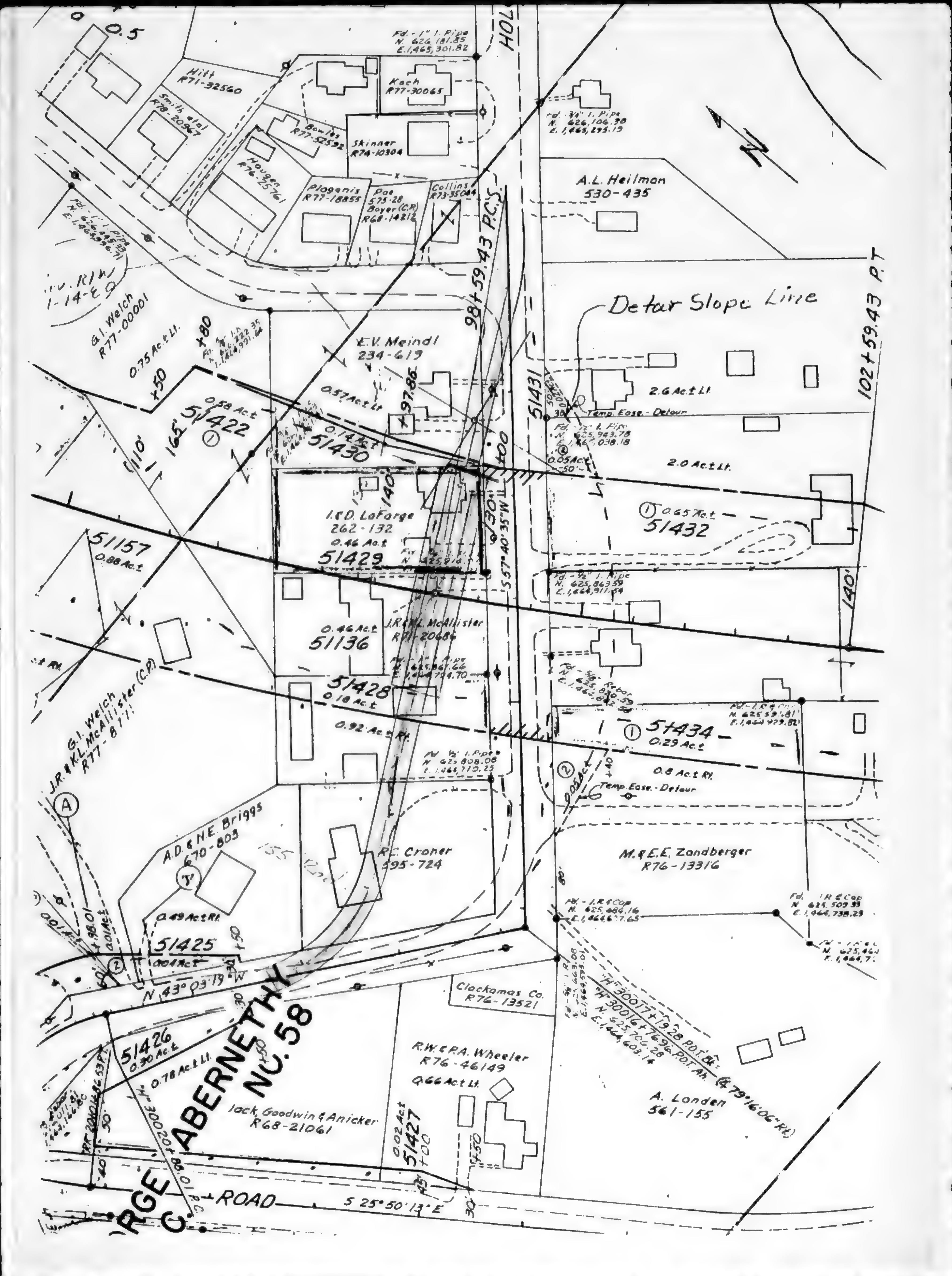
	Savings		Costs
structure cost same	—		
Utility Reloc. (savings to Project)	$50,000		
" " (savings to Utilities)		$50,000	
Elimination of Detour	$35,000		
R/W costs			
Weber - House + land			
Georgi - land			
Zandberger - land			
	$85,000		

#2 New Alignment on North side of Holcomb

	Savings		Costs
structure costs same			
Utility Reloc. (savings to Project)	$50,000		
" " (savings to Utilities)		$50,000	
Elimination of Detour	$35,000		
R/W Costs			
Meindl - house + land			
Croner - house + land			
	$85,000		


#1
Hitt R71-32560
Smith et al R78-20967
Koch R77-30065
Bowles R77-52592
Skinner R74-10304
Hougen R76-25761
Ploganis R77-18855
Poe 575-28
Boyer (C.P.) R68-14212
Collins R73-35044
A.L. Heilmon 530-435
K. & S. Weber
~~Detour Slope Line~~
200' Rad. Curves
98+59.43 P.C.S.-HOL COMB
102+59
G.I. Welch R77-00001
E.V. Meindl 234-619
0.75 Ac.± Lt.
0.57 Ac.± Lt.
+80
+50
165'
110'
0.58 Ac.±
51422
51430
0.14 Ac.±
97.86
140
100
51431
2.6 Ac.± Lt.
Temp. Ease.-Detour
P. Georgi
2.0 Ac.± Lt.
0.05 Ac.±
I. & D. LaForge 262-132
0.46 Ac.±
51429
S 57°40'35" W
130
0.65 Ac.±
51432
140'
51157
0.88 Ac.±
0.46 Ac.±
51136
J.R. & K.L. McAllister R71-20686
Fd. 1" I. Pipe N. 625,861.66 E. 1,464,794.70
51428
0.18 Ac.±
0.92 Ac.± Rt.
G.I. Welch
J.R. & K.L. McAllister (C.P.) R77-8111
51434
0.29 Ac.±
0.8 Ac.± Rt.
Fd. ½" I. Pipe N. 625,808.08 E. 1,464,110.25
200' Rad. C.
R.C. Croner 595-724
A.D. & N.E. Briggs 670-803
A
M. & E.E. Zandberger R76-13316
Fd. I.R. & Cap N. 625,604.16 E. 1,464,767.65
Fd. I.R. & Cap N. 625,509.33 E. 1,464,738.29
0.49 Ac.± Rt.
51425
0.04 Ac.±
+88.01
0.01 Ac.±
N 43°03'19" W
Clackamas Co. R76-13521
ABERNETHY NO. 58
"H" 30017+19.28 P.O.T. Bk.
"H" 30016+76.96 P.O.T. Ah.
N. 625,706.28 E. 1,464,603.14
℄ 79°16'06" Rt.
51426
0.30 Ac.±
0.78 Ac.± Lt.
R.W. & P.A. Wheeler R76-46149
0.66 Ac.± Lt.
A. Londen 561-155
Jack Goodwin & Anicker R68-21061
Fd. ¾" I. Pipe N. 626,106.38 E. 1,465,295.19
Fd. 1" I. Pipe N. 625,943.78 E. 1,465,038.18
Fd. ½" I. Pipe N. 625,863.59

Darnett
6-366
R.H.&B.J. Smith
R75-19377
2
C.L.
TΔ 25°05'30"
Ts 838.00'
400' Sps.
S 4°
a 0.5
HOLCOMB
BLVD
Fd. Cor. N. E. 1A6
S.L
R7
Fd. - 1" I. Pipe
N. 626,181.85
E. 1,465,301.82
Hitt
R71-32560
Smith et al
R78-20967
Koch
R77-30065
Bowles
R77-52592
Skinner
R74-10304
Hougen
R76-25761
Fd. - ¾" I. Pipe
N. 626,106.38
E. 1,465,295.19
N
A.L. Heilman
530-435
Plaganis
R77-18855
Poe
575-28
Boyer (C.R.)
R68-14212
Collins
R73-35084
Fd. - 1" I. Pipe
N. 626,449.33
E. 1,464,996.71
R/W
1-14-E
G.I. Welch
R77-00001
98+59.43 P.C.S.
Detar Slope Line
102+59.43 P.T.
E.V. Meindl
234-619
0.75 Ac.± Lt.
+80
Fd. I. P.
N. 626,222.35
E. 1,464,991.64
+50
0.58 Ac.±
51422
①
110'
165'
0.57 Ac.± Lt.
+97.86
0.14 Ac.±
51430
51431
30
50
Temp. Ease. - Detour
2.6 Ac.± Lt.
Fd. - ½" I. Pipe
N. 625,943.78
E. 1,465,038.18
②
0.05 Ac.±
-50
2.0 Ac.± Lt.
+00
140'
I. & D. LaForge
262-132
0.46 Ac.±
51429
30'
S 57°40'35" W
① 0.65 Ac.±
51432
51157
0.88 Ac.±
Fd. - ½" I. Pipe
N. 625,863.59
E. 1,464,911.64
140'
0.46 Ac.±
51136
J.R. & K.L. McAllister
R71-20686
Fd. - ½" Rebar
N. 625,830.59
E. 1,464,842.58
Rt.
51428
0.18 Ac.±
Fd. - I. R.
N. 625,591.81
E. 1,464,479.82
① 51434
0.29 Ac.±
0.92 Ac.± Rt.
Fd. - ½" I. Pipe
N. 625,808.08
E. 1,464,710.25
G.I. Welch
J.R. & K.L. McAllister (C.P.)
R77-8111
② 0.05 Ac.±
+40
0.8 Ac.± Rt.
Temp. Ease. - Detour
Ⓐ
A.D. & N.E. Briggs
670-803
155
R.C. Croner
595-724
M. & E.E. Zandberger
R76-13316
Ⓨ
0.01 Ac.±
+98.01
0.01 Ac.±
0.49 Ac.± Rt.
+50
51425
0.01 Ac.±
②
60
30
N 43°03'19" W
Fd. - I. R. & Cap
N. 625,684.16
E. 1,464,677.65
Fd. - I. R. & Cap
N. 625,509.33
E. 1,464,738.29
Fd. - I. R. & Cap
N. 625,464
E. 1,464,7
80
Clackamas Co.
R76-13521
Fd. - I. R.
N. 625,663.08
E. 1,464,593.01
"H" 30017+19.28
"H" 30016+76
N. 625,7
E. 1,464
HWY
58
426


0.5
Hitt R71-32560
Smith et al R78-20967
Koch R77-30065
Fd. - 1" I. Pipe N. 626,181.85 E. 1,465,301.82
Bowles R77-52592
Skinner R74-10304
Hougen R76-25761
Fd. - 3/4" I. Pipe N. 626,106.38 E. 1,465,295.19
N
A.L. Heilmon 530-435
Ploganis R77-18855
Poe 575-28 Boyer (C.P.) R68-14212
Collins R73-35084
98+59.43 P.C.S.
102+59.43 P.T.
G.I. Welch R77-00001
Detour Slope Line
E.V. Meindl 234-619
0.75 Ac.± Lt.
+80
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0.57 Ac.± Lt.
+97.86
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51422
①
110'
165'
0.14 Ac.±
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2.6 Ac.± Lt.
Temp. Ease. - Detour
Fd. - 1/2" I. Pipe N. 625,943.78 E. 1,465,038.18
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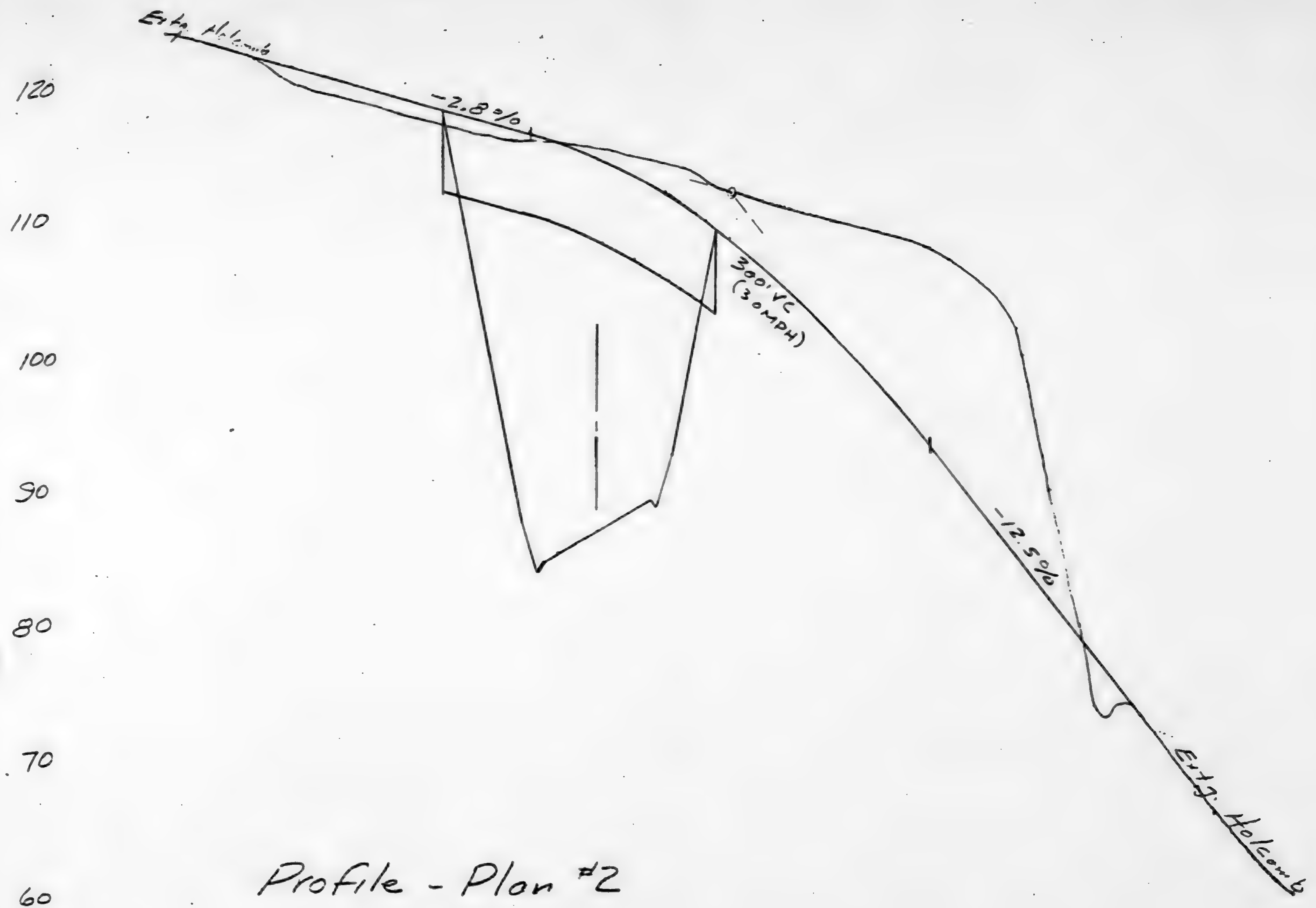
50'
2.0 Ac.± Lt.
140'
30'
I.&D. LaForge 262-132
0.46 Ac.±
51429
S 57°40'35" W
① 0.65 Ac.±
51432
51157
0.88 Ac.±
Fd. - 1/2" I. Pipe N. 625,863.59 E. 1,464,911.54
140'
0.46 Ac.±
51136
J.R.&K.L. McAllister R71-20686
Fd. - 5/8" Rebar N. 625,880.59 E. 1,464,892.50
51428
0.18 Ac.±
0.92 Ac.± Rt.
① 51434
0.29 Ac.±
0.8 Ac.± Rt.
G.I. Welch
J.R.&K.L. McAllister (C.P.)
R77-8711
Fd. - 1/2" I. Pipe N. 625,808.08 E. 1,464,710.25
②
0.05 Ac.±
+40
Temp. Ease. - Detour
Ⓐ
A.D.&N.E. Briggs 670-803
R.C. Croner 595-724
M.&E.E. Zandberger R76-13316
Fd. - I.R.&Cap N. 625,684.16 E. 1,464,677.65
Fd. - I.R.&Cap N. 625,509.93 E. 1,464,738.29
0.49 Ac.± Rt.
+88.01
0.01 Ac.±
51425
0.04 Ac.±
+50
②
N 43°03'19" W
Clackamas Co. R76-13521
"H" 30017+19.28 P.O.T. Bk.
"H" 30016+76.96 P.O.T. Ah.
N. 625,706.28 E. 1,464,603.14
(∡ 79°16'06" Rt.)
51426
0.30 Ac.±
0.78 Ac.± Lt.
R.W.&P.A. Wheeler R76-46149
0.66 Ac.± Lt.
A. Landen 561-155
Jack, Goodwin & Anicker R68-21061
0.02 Ac.±
51427
+00
+50
30'
40'
50'
"H" 20020+88.01 P.C.
ABERNETHY NO. 58
RGE C.
ROAD
S 25°50'13" E


Extg. Holcomb
120
110
100
90
80
70
60
-2.8%
300' VC
(30 MPH)
-12.5%
Extg. Holcomb

Profile - Plan #2
Holcomb Blvd.
3/4/82

7592 -   160

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: March 11, 1982

File No: 103-1964

TO: DONALD R. ADAMS
Final Design Engineer

FROM: JAMES D. MCCLURE
Project Development Manager

SUBJECT: Possible Contract Staging
Oregon City Bypass
Clackamas County

Versteeg
Anderson
1 Adams
Olson
Sullivan
Turpin
[illegible]
Wakerlig

RECEIVED
MAR 11 1982
ROAD DESIGN
SECTION

Do Not File
Return To
Date
Action

On March 9 I met with Fred Erickson, Tom Edwards, and Curt Duval, in your office to discuss the quantity of landfill materials along with possible contract staging for the project and our re-measuring efforts through the old landfill. We have now identified approximately 190,000 yards of material in that cut section. Since there has been no raw garbage placed in this landfill for over 19 years, it is recommended that this material be placed in the fill and used to make up the surcharge material in the Rossman landfill area.

In discussing the earthwork balance, which is south of the old landfill, and possible contract staging ideas with Fred Erickson and Tom Edwards, it was felt that the first contract could extend south to Beavercreek Road and make the May bid letting. The first contract would be for grading and paving with a second contract following in September or October for the structures, grading and placing the surcharge outlined as follows:

First Contract: Grading the canyon from the old landfill to Beavercreek Road, construct the embankment for the Redland Road structure, relocate the channel of Abernethy Creek, grade and pave Beavercreek Road, Maple Lane and Thayer Road, along with constructing the large culvert crossing for Newell Creek.

Relocating Abernethy Creek and extending the Redlands Road structure appears to be the most logical solution as it relates to a savings of about $400,000, compared to a separate structure for Abernethy Creek. This will require approval through the Fish and Game Commission, which I understand Dick Lenz is working on, also some additional right-of-way easements will need to be identified as soon as possible. I have discussed the possible easements with Myron Melick, and he indicated the file east of bypass along Redlands Road is in condemnation. Also, we will need clearance of the files along Beavercreek Road.

REFERRED TO
Board Stoudenmeyer
Cole Marn
/ Eriksen F.E. Weston
Hager Dorn
Return [✓ Discuss] Do File
BY FINAL DESIGN ENG.

See notes

Stage Two Contract: Construction of both the Redland and Holcomb Road structures, grading, to place the surcharge over the Rossman landfill area. Letting this contract in the fall would allow the structures to be constructed first so the Redlands Road structure could be used to haul the surcharge materials to the north. Also, by delaying this contract additional time would be provided for right-of-way to clear the property across Rossman landfill.

Room here for #90,000 yds from old dump.

Staging the contract in this manner will also allow additional time we may need for permits to excavate the old landfill south of Redland Road. I discussed this concept briefly with Hal Versteeg and Walt Hart, both felt that this staging concept was do-able. Walt felt that we could PS & E the second contract in September without actually contracting until October or November. These two contracts will more than obligate the $7 million available for the project and hopefully, not exceed by not more than 10 percent.

) advise your est.

Please advise if you feel this is the proper way to proceed with contracting the bypass project. I have discussed this with both Bob Bothman and Ed Hardt for their concurrence. Also, Curt Duval has advised that all the new cross-section information will be submitted by the first of next week.

Advise affect new ground line— Will alignment (horizontal or vertical) change, make old dump more easily handled.

Ground line varies from 0' to 12' higher— will require more excavation—

Grade raise would decrease dump vol. — or alignment change would decrease the quantity as well.

pa

cc R. N. Bothman
E. L. Hardt
J. H. Versteeg
Walt Hart
Ken Rolfe
Fred Erickson
Curt Duval

006508

NOT
MICROFILMED
ORIGINAL
DOCUMENT
IN FILE

Oregon City Bypass

The highway fill over the Rossman landfill takes 317,000 cu. yds. initially, from sta. 67 to 84, including the 12 ft. surcharge. The surcharge removal is estimated to be 104,000 cu. yds. The difference 213,000 cu. yds. is not large enough to allow placing all the 190,000 cu. yds and covering it with say 3 ft or so of good emb. mat'l.

Our present estimate for the Redland Rd. to Beaver Creek Rd. Grading (intermittent) and Paving is about $6,000,000.

Completion of the Grading and Park Place Interch. to Newell Creek is estimated at $3,000,000

Fred

7572

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

March 5, 1982

In Reply Refer to
File No.: PRO 6-2

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D. E. Swan, P.E.
Program Control Engineer

SUBJECT: Project No. IX-78(3)
Park Place-Clackamas Community College Sec.
Clackamas County
(File 52555)

I request your authorization to proceed with the actual acquisition of the above listed file on the subject project at an estimated total cost of $1,000. The area to be acquired is for a temporary drainage easement as outlined in red on the enclosed sketch map. No relocation assistance is involved and authorization to proceed as requested will not involve an increase in total cost or federal funds for the project at this time.

CL:lms

cc: F. Lowe
General Files

9572

Sec. 160

ROAD DESIGN SECTION 378-6558

ROW 3:1

J. B. Boyd, Manager
Right of Way Section

March 5, 1982

J. H. Versteeg
Road Design Engineer

File 52557
Park Place-Clackamas Community
College Section
Cascade Highway South
Clackamas County

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
MAR 5 1982
ROAD DESIGN
SECTION

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Attached is a description (1 file), an authorization and right of way prints covering additional right of way required for the subject project as requested by your office. The subject project is scheduled for fiscal fourth quarter of 1983.

ORIGINAL SIGNED BY
W. H. WAKERLIG

By:

W. H. Wakerlig
R/W Descriptions Supervisor

WHW:rlr
Attachments

9592

STATE OF OREGON

INTEROFFICE MEMO

TO: JACK CARTWRIGHT
Utility Relocation Coordinator

DATE: March 4, 1982

FROM: TED INLOES
Region Utilities Specialist

SUBJECT: 30 INCH WATER LINE RELOCATION
PARK PLACE-CLACKAMAS COMMUNITY COLLEGE
CASCADE HIGHWAY
CLACKAMAS COUNTY
PREFIX 103-1964-914

REGION I
RE RME (RCE) OE TE
UE SO RSM RSC
RBI BE TO

Attached is a letter from Bill Parrish, City of Oregon City. This letter is requesting the State to include designing and relocating their existing 30 inch water main, both temporary and permanent, in the contract at Holcomb Road structure and detour crossing of the subject project.

This letter also includes an estimate of materials and a sketch of suggested relocation of the 30 inch main. I would suggest that Bridge Design get in contact with Bill Parrish or Bill Jackson of Oregon City for any details regarding the design or installation of this main. Their phone number is 655-8481.

All of these costs are reimbursable under ORS 366.321.

Please review the material and with your approval submit to Bridge and Road Design for incorporation into the project.

TI/gw
Attachment
cc Edward L. Hardt
Maury Payne

9592

Sec. 160

STATE OF OREGON

INTEROFFICE MEMO

TO: MEMO TO THE FILE

DATE: March 1, 1982

FROM: TED INLOES
Region Utilities Specialist

SUBJECT: UTILITY RELOCATION (HOLCOMB RD.)
PARK PLACE-~~CLACKAMAS COMMUNITY COLLEGE~~
~~CASCADE HIGHWAY~~ SOUTH
CLACKAMAS COUNTY

REGION I
~~RE~~ RME RCE OE TE
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On February 22, 1982 I discussed the relocation of Holcomb Road with Lindsey Miller, Pacific Northwest Bell. Miller said that they had a 900 pair underground cable in Holcomb Road crossing the proposed project. This cable has to remain in service during construction. This will require splicing time to relocate temporary to the detour and also back to the permanent location in the structure. I asked Lindsey Miller to furnish me a letter of request for access in the new structure and an estimate of time to do this work. This information will be forwarded to the Bridge Design for incorporation into the project.

On February 26 I delivered a vicinity map of Holcomb Road to Miller with detour alignment for his use in designing his relocation work.

1 Versteeg ✓
Anderson
2 Adams
Olson
Sullivan
Terpin
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Wakarlig

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TI/gw
cc Edward L. Hardt
Jack Cartwright
Lindsey Miller, P.N.B.

CC: Don Adams - Any merit to Ted's idea of switching detour & permanent alignment?
with attch.
ELH

Up. [illegible] Ld 10/11/82

SOUTH FORK WATER BOARD
CITY HALL
SEVENTH AND JOHN ADAMS STREETS
OREGON CITY, OREGON

Combined Water Operations of
OREGON CITY AND WEST LINN, OREGON
Since 1915

PHONE 655-8481
[redacted]

March 1, 1982

OE RE RME RCE BE
TE RECEIVED RSM
UE MAR - 3 1982 RSC
SQ REGION I RBI
TO

Ted Inloes
Regional Utility Specialist
Highway Division
Department of Transportation
9002 SE McLoughlin Boulevard
Milwaukie, OR 97222

RE: Re-location of 30-inch Water Line -- Oregon City By-Pass and Holcomb Boulevard

Dear Mr. Inloes:

Attached is a reproduction of the Highway Division's drawing of Holcomb Boulevard undercrossing showing the possible re-location of our 30-inch filter plant water line during the construction of the structure. The material for the temporary pipe used on the detour route can be 30-inch steel pipe, 10-gauge uncoated. The material for the permanent pipeline going across the newly constructed bridge must be 30-inch, Class 50 ductile iron pipe. An estimate of the amount of materials required and a per foot or per unit costs appears below.

The City of Oregon City reserves the right to approve the final design of the detour route pipe and the permanent replacement pipe. The contractor installing the pipe must comply with established City and State regulations governing water to be used for drinking purposes.

The following estimate is provided as a general guideline. The material prices are current dealer's prices; however, we can make no guarantees that the prices will not increase by the time construction is started.

Temporary Line:	2 -- 30-inch Adapters @ $1,800 each 330 feet - 30-inch 10-gauge steel pipe @ $17.50/ft. 4 -- 45-degree elbows @ $1,000 each 2 -- 30-inch M.J. butterfly valves @ $7,000 each
Permanent Line:	We expect the above listed adapters and valves to be re-usable for a permanent installation. 300 feet -- 30-inch C-50 ductile iron pipe @ $43.40/ft.

No attempt has been made to include any cost for installation in the above figures.

I will be looking forward to meeting with you when the preliminary design work is completed on this undercrossing I will send under separate cover Oregon City's detailed requirements for chlorination and testing prior to putting any newly installed pipe into service.

Sincerely,

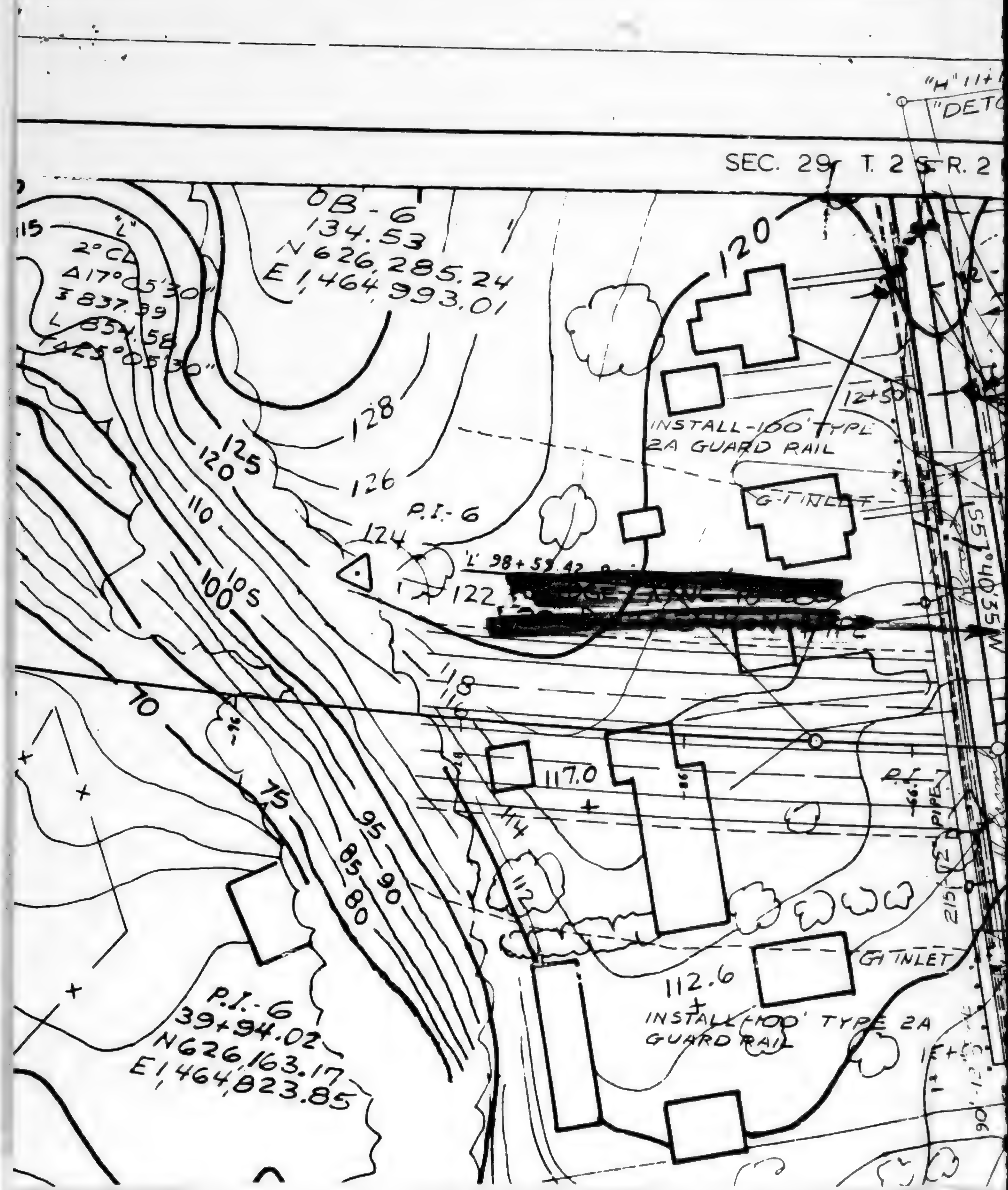
Wm C Parrish

WILLIAM C. PARRISH
City Engineer

WCP/kd

Enclosure

cc: John Buol
Gerald Pecinovsky


"H" 11+
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'L' 98+59.42
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[redacted]
118
116
12+50
INSTALL-100' TYPE 2A GUARD RAIL
G-1 INLET
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75
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90
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PIPE
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G-1 INLET
INSTALL-100' TYPE 2A GUARD RAIL
P.I.-6
39+94.02
N626,163.17
E1,464,823.85

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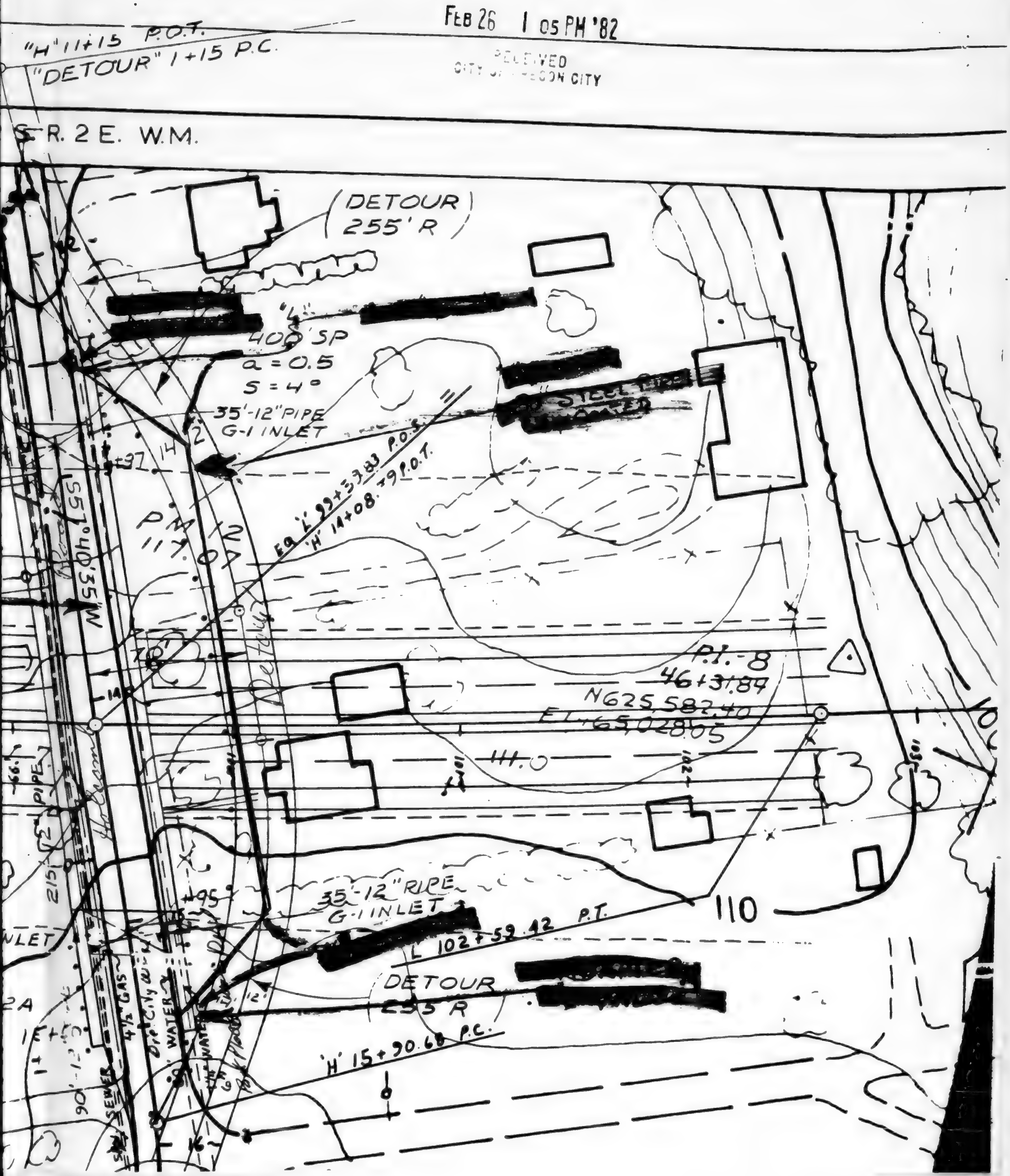
CITY OF OREGON CITY


"H" 11+15 P.O.T.
"DETOUR" 1+15 P.C.
S. R. 2 E. W.M.
(DETOUR 255' R)
[redacted]
"L"
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400' SP
a = 0.5
S = 4°
[redacted]
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35'-12" PIPE
G-1 INLET
+37
14
2
S57°40'35"W
PM 117.07
EQ 'L' 99+37.83 P.O.S.
'H' 14+08.79 P.O.T.
Detour
70'
14
P.I.-8
46+31.84
N625,582.40
E1,465,028.05
111.0
110
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215
+95
35'-12" PIPE
G-1 INLET
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L 102+59.42 P.T.
DETOUR
255' R
[redacted]
'H' 15+90.68 P.C.
INLET
2A
4½" GAS
SEWER
WATER
12"
16

9592

Sec, 160

CITY OF OREGON CITY P.O. Box 631
INCORPORATED 1844

February 26, 1982

RECEIVED
MAR 3 1982
ROAD DESIGN SECTION

___ Versteeg ___
I Anderson ___
Adams ___ A
___ Olson ___
___ Sullivan ___
___ Terpin ___
___ Trout ___
___ Wakerlig ___

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Action ___

Mr. Fred Eriksen
Traffic Design Section, Room 222
Transportation Building
Salem, Oregon 97310

RE: Oregon City By-Pass

Dear Fred:

Enclosed is a section of the Highway Department By-Pass map with the existing and preferred new location of the 8" water line serving Clackamas Community College.

Please incorporate this into your final design plans.

If you have any question, I can be reached at 655-8481.

Yours very truly,

Wm C Parrish
WM. C. PARRISH
City Engineer

WCP/im

enc.

REFERRED TO
___ Beard ___ Stoudenmeyer ___
___ Cole ___ Mann ___
B Eriksen ___ L Watson ___ SW
___ Hager ___ Dorn ___ Lou ___
Return Discuss [✓ Do] File Due ___
BY FINAL DESIGN ENGINEER

OREGON CITY, OREGON 97045 • AREA CODE (503) PHONE 655-8481

xc: Ted Inbes w/Dwg 3-10-82

006509

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c 160

ROAD DESIGN SECTION 378-6558

ROW 3:1

J. B. Boyd, Manager
Right of Way Section

February 25, 1982

J. H. Versteeg
Road Design Engineer

File 52555
Park Place-
Clackamas Community College Section
Cascade Highway South
Clackamas County

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MAR 2 1982
ROAD DESIGN SECTION

Versteeg
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Adams
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Attached is a description (1 file), an authorization and right of way prints covering additional right of way required for the subject project, scheduled for May 27, 1982.

By:

W. H. Wakerlig
R/W Descriptions Supervisor

WHW:rlr
Attachments

9592

ROW 12

Sec. 160

Ken Rolfe, Region 1
Right of Way Supervisor

February 24, 1982

1 Versteeg ✓
Anderson
Adams
Olson
Sullivan
Terpin
Trout
2 Wakerlig

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MAR 5 1982
ROAD DESIGN
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Rod Henry, Assistant
Right of Way Manager

File 51421
~~Park Place-Clackamas~~
~~Community College~~
Section
Cascade Highway South

Attached is a copy of a document to be used for acquiring the right-of-way from this property.

This format is not standard and, therefore, some of the conditions are still open to negotiation. However, the basic concept of acquiring a highway easement only will not be changed. If you have any questions, please contact me.

RH:jr
Attach.

cc Bothman
Hardt
Versteeg
} for your info
copy of H. Easement

NOTED
J. B. BOYD

retyped copy – the two words in yellow hi lite only changes; R.K.

Highway Division
File 51421
IX-78(3)
9B-17-13

HIGHWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That JACK W. PARKER, Grantor, for and in consideration of the sum of ______________________________ DOLLARS ($____________), hereby grants and conveys unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, Grantee, a perpetual easement and right of way for the construction, reconstruction, operation and maintenance of a public highway, its appurtenances and related facilities, including necessary fills or cuts for slopes and structures and supports therefor over, upon and across the property described on Exhibit "A" attached hereto and by this reference made a part hereof.

The above easement is granted and conveyed with the following understanding and upon the following terms and conditions, to-wit:

1. The rights herein acquired by Grantee shall include the right to issue permits which are either required or authorized by law for construction, installation, maintenance and operation of facilities on state highways as well as other rights incidental and inherent to and required by Grantee for the construction, operation and maintenance of state highways.

2. Grantor will not be allowed to use the surface of the above-described property, hereinafter called "premises", except for such rights as may be specifically hereinafter reserved. Grantee's right to use premises for public highway and related purposes as described above shall be primary and superior to any use of premises by Grantor.

3. Grantor will be allowed the use of the subsurface of premises for removal of methane gas as long as said use does not interfere with Grantee's use of premises or damage or in any way endanger Grantee's highway or any facilities constructed thereon. In connection with said use, Grantor will be limited to those uses specifically allowed by permits issued by Grantee under the authority of state laws and Grantee's rules and regulations relating to facilities on state highway right-of-way.

4. Grantee will establish an undercrossing for utility and gas lines as shown on the highway construction plans for Grantee's facilities if and when said highway facilities are constructed.

5. Grantor assumes the full responsibility for claims for damages arising from or in

its DEPARTMENT OF TRANSPORTATION, Highway Division, Grantee, a perpetual easement and right of way for the construction, reconstruction, operation and maintenance of a public highway, its appurtenances and related facilities, including necessary fills or cuts for slopes and structures and supports therefor over, upon and across the property described on Exhibit "A" attached hereto and by this reference made a part hereof.

The above easement is granted and conveyed with the following understanding and upon the following terms and conditions, to-wit:

1. The rights herein acquired by Grantee shall include the right to issue permits which are either required or authorized by law for construction, installation, maintenance and operation of facilities on state highways as well as other rights incidental and inherent to and required by Grantee for the construction, operation and maintenance of state highways.

2. Grantor will not be allowed to use the surface of the above-described property, hereinafter called "premises", except for such rights as may be specifically hereinafter reserved. Grantee's right to use premises for public highway and related purposes as described above shall be primary and superior to any use of premises by Grantor.

3. Grantor will be allowed the use of the subsurface of premises for removal of methane gas as long as said use does not interfere with Grantee's use of premises or damage or in any way endanger Grantee's highway or any facilities constructed thereon. In connection with said use, Grantor will be limited to those uses specifically allowed by permits issued by Grantee under the authority of state laws and Grantee's rules and regulations relating to facilities on state highway right-of-way.

4. Grantee will establish an undercrossing for utility and gas lines as shown on the highway construction plans for Grantee's facilities if and when said highway facilities are constructed.

5. Grantor assumes the full responsibility for claims for damages arising from or in connection with leachate seeping from premises and contaminating surface and ground waters and shall indemnify and save harmless Grantee from any and all claims arising from or connected with said seepage.

6. The plans for removal of any methane gas from the subsurface of premises shall be coordinated with and approved in writing by Grantee's Regional Engineer and the removal of said gas shall be done in such a manner that will not endanger Grantee's highway facilities, other facilities contructed on Grantee's highway right of way, or members of the public using said facilities. Grantor, his heirs, lessees, contractors and assigns will be liable to Grantee, its successors and assigns for any damage done to Grantee's highway facility as result of the removal or disposal of methane gas on premises and shall idemnify and save Grantee harmless from any and all claims, actions or law suits arising out of said removal. Grantor shall also reimburse Grantee for all cost or expenses incurred in connection with defending said claims, actions or law suits, including court costs and attorney fees.

7. Grantor releases all existing, future or potential common law or statutory abutter's easements of access between all of Grantor's real property remaining after the conveyance herein made and Parcels 1 and 3, and between said remaining property and that portion of Parcel 2, lying Southwesterly of Engineer's Station "WW" 668+00, and between said remaining property and that portion of Parcel 4, lying Easterly of Engineer's Station "H" 30025+00, said parcels being the property described on Exhibit "A" herein.

8. Nothing herein contained shall entitle Grantee to any part of the Rossman's Landfill Trust Fund administered by Clackamas County.

9. Grantor will not be responsible to Grantee for any subsidence of premises unless directly connected with or resulting from Grantor's use of the subsurface of premises or Grantor's activities on the adjoining property.

10. This easement herein granted shall be subject to existing rights of third parties, except for existing mortgages and other liens which Grantor shall have subordinated to this easement.

11. The provisions of this easement shall be binding on Grantor, his heirs and assigns and Grantee and its successors and assigns.

Dated this ________ day of _________________, 1982.

____
Jack W. Parker

STATE OF OREGON, County of ___________________

_____________________, 1982. Personally appeared the above named Jack W. Parker, who acknowledged the foregoing instrument to be his voluntary act. Before me:

way, or members of the public using said facilities. Grantor, his heirs, lessees, contractors and assigns will be liable to Grantee, its successors and assigns for any damage done to Grantee's highway facility as result of the removal or disposal of methane gas on premises and shall idemnify and save Grantee harmless from any and all claims, actions or law suits arising out of said removal. Grantor shall also reimburse Grantee for all cost or expenses incurred in connection with defending said claims, actions or law suits, including court costs and attorney fees.

7. Grantor releases all existing, future or potential common law or statutory abutter's easements of access between all of Grantor's real property remaining after the conveyance herein made and Parcels 1 and 3, and between said remaining property and that portion of Parcel 2, lying Southwesterly of Engineer's Station "WW" 668+00, and between said remaining property and that portion of Parcel 4, lying Easterly of Engineer's Station "H" 30025+00, said parcels being the property described on Exhibit "A" herein.

8. Nothing herein contained shall entitle Grantee to any part of the Rossman's Landfill Trust Fund administered by Clackamas County.

9. Grantor will not be responsible to Grantee for any subsidence of premises unless directly connected with or resulting from Grantor's use of the subsurface of premises or Grantor's activities on the adjoining property.

10. This easement herein granted shall be subject to existing rights of third parties, except for existing mortgages and other liens which Grantor shall have subordinated to this easement.

11. The provisions of this easement shall be binding on Grantor, his heirs and assigns and Grantee and its successors and assigns.

Dated this ________ day of __________________, 1982.

____
Jack W. Parker

STATE OF OREGON, County of ____________________

________________________, 1982. Personally appeared the above named Jack W. Parker, who acknowledged the foregoing instrument to be his voluntary act. Before me:

____
Notary Public for Oregon

My Commission expires _____________

Jack W. Parker
JS 3-11-81 9B-17-13

Survey Approval Project
Section: Park Place-Clackamas Community College
Highway: Cascade Highway South
Throughway

PARCEL 1

A parcel of land lying in the Hiram Straight D.L.C. No. 42 and the George Abernethy D.L.C. No. 58, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that deed to Jack W. Parker, recorded as Recorder's Fee No. 70-16030, Film Records of Clackamas County; the said parcel being that portion of said property lying Southeasterly of that property designated as Parcel 4 and acquired by the State of Oregon, by and through its State Highway Commission, in that certain judgment dated December 18, 1970, entered as Circuit Court Case No. 68930, Clackamas County, Oregon and included in a strip of land variable in width, lying on each side of the center line of the Cascade Highway South as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 65+00, said station being 3235.15 feet North and 1560.03 feet West of the Southeast corner of the Hiram Straight D.L.C. No. 42, Township 2 South, Range 2 East, W.M.; thence South 14° 30' East 120.39 feet; thence on a spiral curve right (the long chord of which bears South 13° 40' East 499.96 feet) 500 feet; thence on a 5729.58 foot radius curve right (the long chord of which bears South 7° 15' East 948.91 feet) 950 feet; thence on a spiral curve right (the long chord of which bears South 0° 50' East 499.96 feet) 500 feet; thence South 34.46 feet; thence on a spiral curve left (the long chord of which bears South 1° 20' East 399.91 feet) 400 feet; thence on a 2864.79 foot radius curve left (the long chord of which bears South 12° 32' 45" East 851.42 feet) 854.58 feet; thence on a spiral curve left (the long chord of which bears South 23° 45' 30" East 399.91 feet) 400 feet; thence South 25° 05' 30" East 606.99 feet to Engineer's center line Station 108+66.42.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Easterly Side of Center Line	Width on Westerly Side of Center Line
65+00		71+20.39	85	
71+20.39		72+50	85 in a straight line to 100	
72+50		75+00	100	
75+00		80+70.39	100 in a straight line to 120	
80+70.39		82+75	120 in a straight to 160	
82+75		86+04.85	160 in a straight line to 150	
65+00		75+00		110
75+00		80+70.39		110 in a straight line to 105
80+70.39		83+75		105 in a straight line to 170
83+75		86+04.85		170 in a straight line to 125
86+04.85		89+00		125 in a straight line to 160
89+00		90+04.85		160 in a straight line to 150
90+04.85		95+00		150

ALSO that portion of said property lying Southerly of the Westerly extension of the Southerly line of Block 11, J. P. APPERSONS SUBDIVISION OF BLOCKS 5, 6 AND 7 OF PARKPLACE, Clackamas County and Easterly of said strip of land.

A parcel of land lying in the Hiram Straight D.L.C. No. 42 and the George Abernethy D.L.C. No. 58, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that deed to Jack W. Parker, recorded as Recorder's Fee No. 70-16030, Film Records of Clackamas County; the said parcel being that portion of said property lying Southeasterly of that property designated as Parcel 4 and acquired by the State of Oregon, by and through its State Highway Commission, in that certain judgment dated December 18, 1970, entered as Circuit Court Case No. 68930, Clackamas County, Oregon and included in a strip of land variable in width, lying on each side of the center line of the Cascade Highway South as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 65+00, said station being 3235.15 feet North and 1560.03 feet West of the Southeast corner of the Hiram Straight D.L.C. No. 42, Township 2 South, Range 2 East, W.M.; thence South 14° 30' East 120.39 feet; thence on a spiral curve right (the long chord of which bears South 13° 40' East 499.96 feet) 500 feet; thence on a 5729.58 foot radius curve right (the long chord of which bears South 7° 15' East 948.91 feet) 950 feet; thence on a spiral curve right (the long chord of which bears South 0° 50' East 499.96 feet) 500 feet; thence South 34.46 feet; thence on a spiral curve left (the long chord of which bears South 1° 20' East 399.91 feet) 400 feet; thence on a 2864.79 foot radius curve left (the long chord of which bears South 12° 32' 45" East 851.42 feet) 854.58 feet; thence on a spiral curve left (the long chord of which bears South 23° 45' 30" East 399.91 feet) 400 feet; thence South 25° 05' 30" East 606.99 feet to Engineer's center line Station 108+66.42.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Easterly Side of Center Line	Width on Westerly Side of Center Line
65+00		71+20.39	85	
71+20.39		72+50	85 in a straight line to 100	
72+50		75+00	100	
75+00		80+70.39	100 in a straight line to 120	
80+70.39		82+75	120 in a straight to 160	
82+75		86+04.85	160 in a straight line to 150	
65+00		75+00		110
75+00		80+70.39		110 in a straight line to 105
80+70.39		83+75		105 in a straight line to 170
83+75		86+04.85		170 in a straight line to 125
86+04.85		89+00		125 in a straight line to 160
89+00		90+04.85		160 in a straight line to 150
90+04.85		95+00		150

ALSO that portion of said property lying Southerly of the Westerly extension of the Southerly line of Block 11, J. P. APPERSONS SUBDIVISION OF BLOCKS 5, 6 AND 7 OF PARKPLACE, Clackamas County and Easterly of said strip of land.

Bearings are based upon the Oregon Co-ordinate System, North Zone.

The parcel of land to which this description applies contains 12.9 acres, more or less.

EXHIBIT A

PARCEL 2

A parcel of land lying in the Hiram Straight D.L.C. No. 42, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that deed to Jack W. Parker, recorded as Recorder's Fee No. 70-16030, Film Records of Clackamas County; the said parcel being that portion of said property lying Southeasterly of that property designated as Parcels 4 and 7 and acquired by the State of Oregon, by and through its State Highway Commission, in that certain judgment dated December 18, 1970, entered as Circuit Court Case No. 68930, Clackamas County, Oregon and included in a strip of land variable in width, lying on each side of the following described center line:

Beginning at Engineer's center line Station "WW" 662+00, said station being 3338.45 feet North and 1063.35 feet West of the Southeast corner of the Hiram Straight D.L.C. No 42, Township 2 South, Range 2 East, W.M.; thence South 11° 58' 39" West 147.95 feet; thence on a spiral curve left (the long chord of which bears South 9° 58' 39" West 199.90 feet) 200 feet; thence on a 954.93 foot radius curve left (the long chord of which bears South 2° 15' 09" West 124.08 feet) 124.17 feet; thence on a spiral curve left (the long chord of which bears South 5° 28' 21" East 199.90 feet) 200 feet; thence South 7° 28' 21" East 21.15 feet; thence on a 240 foot radius curve right (the long chord of which bears South 31° 14' 51" West 300.25 feet) 324.38 feet; thence South 69° 58' 03" West 782.35 feet to Engineer's center line Station "WW" 680+00, at which station the Southwesterly line of said strip of land lies at right angles to said center line.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Southeasterly Side of Center Line	Width on Northwesterly Side of Center Line
"WW"662+00		"WW"665+47.95	95	
"WW"665+47.95		"WW"668+93.27	95 in a straight line to 115	
"WW"668+93.27		"WW"670+50	115 in a straight line to 100	
"WW"670+50		"WW"672+40	100 in a straight line to 140	
"WW"672+40		"WW"674+50	140 in a straight line to 90	
"WW"674+50		"WW"680+00	90	
"WW" 662+00		"WW"668+93.27		110
"WW"668+93.27		"WW" 672+17.65		110 in a straight line to 95
"WW"672+17.65		"WW"680+00		95

EXCEPT therefrom Parcel 1.

Bearings are based upon the Oregon Co-ordinate System, North Zone.

The parcel of land to which this description applies contains 4.20 acres, more or less.

PARCEL 3

A parcel of land lying in the Hiram Straight D.L.C. No. 42 and the George Abernethy D.L.C. No. 58, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that deed to Jack W. Parker, recorded as Recorder's Fee No. 70-16030, Film Records of Clackamas County; the said parcel being that portion of said property lying Westerly of Parcel 1 and included in a strip of land variable in width, lying on each side of the center line of Redland Road as said road has been relocated, which center line is described as follows:

parcel being that portion of said property lying Southeasterly of that property designated as Parcels 4 and 7 and acquired by the State of Oregon, by and through its State Highway Commission, in that certain judgment dated December 18, 1970, entered as Circuit Court Case No. 68930, Clackamas County, Oregon and included in a strip of land variable in width, lying on each side of the following described center line:

Beginning at Engineer's center line Station "WW" 662+00, said station being 3338.45 feet North and 1063.35 feet West of the Southeast corner of the Hiram Straight D.L.C. No 42, Township 2 South, Range 2 East, W.M.; thence South 11° 58' 39" West 147.95 feet; thence on a spiral curve left (the long chord of which bears South 9° 58' 39" West 199.90 feet) 200 feet; thence on a 954.93 foot radius curve left (the long chord of which bears South 2° 15' 09" West 124.08 feet) 124.17 feet; thence on a spiral curve left (the long chord of which bears South 5° 28' 21" East 199.90 feet) 200 feet; thence South 7° 28' 21" East 21.15 feet; thence on a 240 foot radius curve right (the long chord of which bears South 31° 14' 51" West 300.25 feet) 324.38 feet; thence South 69° 58' 03" West 782.35 feet to Engineer's center line Station "WW" 680+00, at which station the Southwesterly line of said strip of land lies at right angles to said center line.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Southeasterly Side of Center Line	Width on Northwesterly Side of Center Line
"WW"662+00		"WW"665+47.95	95	
"WW"665+47.95		"WW"668+93.27	95 in a straight line to 115	
"WW"668+93.27		"WW"670+50	115 in a straight line to 100	
"WW"670+50		"WW"672+40	100 in a straight line to 140	
"WW"672+40		"WW"674+50	140 in a straight line to 90	
"WW"674+50		"WW"680+00	90	
"WW" 662+00		"WW"668+93.27		110
"WW"668+93.27		"WW" 672+17.65		110 in a straight line to 95
"WW"672+17.65		"WW"680+00		95

EXCEPT therefrom Parcel 1.

Bearings are based upon the Oregon Co-ordinate System, North Zone.

The parcel of land to which this description applies contains 4.20 acres, more or less.

PARCEL 3

A parcel of land lying in the Hiram Straight D.L.C. No. 42 and the George Abernethy D.L.C. No. 58, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that deed to Jack W. Parker, recorded as Recorder's Fee No. 70-16030, Film Records of Clackamas County; the said parcel being that portion of said property lying Westerly of Parcel 1 and included in a strip of land variable in width, lying on each side of the center line of Redland Road as said road has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station "RR" 20091+54.86, said station being 607.99 feet North and 1261.05 feet West of the Southeast corner of the Hiram Straight D.L.C. No. 42, Township 2 South, Range 2 East, W.M.; thence South 82° 58' 17" West 124.93 feet; thence on a 477.47 foot radius curve left (the long chord of which bears South 28° 34' 02" West

776.49 feet) 906.74 feet; thence South 25° 50' 13" East 363.47 feet to Engineers center line Station "RR" 20105+50.

The widths in feet of the strip of land above referred to are as follows:

Station	to Station	Width on Northwesterly Side of Center Line	Width on Southeasterly Side of Center Line
"RR"20092+79.79	"RR"20096+50	170 in a straight line to 130	
"RR"20096+50	"RR"20097+70	130 in a straight line to 120	
"RR"20097+70	"RR"20100+00	120 in a straight line to 75	
"RR"20100+00	"RR"20102+00	75	
"RR"20092+79.79	"RR"20095+00		90 in a straight line to 100
"RR"20095+00	"RR"20097+00		100 in a straight line to 75
"RR"20097+00	"RR"20098+00		75 in a straight line line to 80
"RR"20098+00	"RR"20100+03.39		80 in a straight line to 106.85

ALSO a tract of land situated in the SE¼ of Section 29, Township 2 South, Range 2 East, W.M., being more particularly described as follows:

Beginning at a 5/8 inch iron rod which bears North 85° 05' 45" West 199.10 feet from the Northeast corner of that certain tract of land conveyed to Clackamas County as recorded in Book 43, Page 199, Deed Records, Clackamas County, Oregon; thence North 85° 05' 45" West 34.40 feet to a 5/8 inch iron rod; thence South 10° 51' 15" West 34.40 feet to a 5/8 inch iron rod; thence North 52° 52' 45" East 51.11 feet to the place of beginning.

EXCEPT therefrom that property described in that deed to Guy C. and Donna R. Stephanson, recorded April 18, 1972 as Recorder's Fee No. 72-10565, Film Records of Clackamas County.

Center line bearings are based upon the Oregon Co-ordinate System, North Zone.

The parcel of land to which this description applies contains 2.75 acres, more or less.

PARCEL 4

A parcel of land lying in the George Abernethy D.L.C. No. 52, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that deed to Jack W. Parker, recorded as Recorder's Fee No. 70-16030, Film Records of Clackamas County; the said parcel being that portion of said property lying Westerly of Parcel 3 and included in a strip of land variable in width, lying on the Northwesterly side of the following described center line:

Beginning at Engineer's center line Station "H" 30022+86.85, said station being 18.53 feet North and 1786.47 feet West of the Southeast corner of the Hiram Straight D.L.C. No. 42, Township 2 South, Range 2 East, W.M.; thence South 63° 26' 41" West 413.15 feet to Engineer's center line Station "H" 30027+00, at which station the Southwesterly line of said strip of land lies at right angles to said center line.

The widths in feet of the strip of land above referred to are as follows:

Station	to Station	Width on Northwesterly Side of Center Line

		Side of Center Line	Side of Center Line
"RR"20092+79.79	"RR"20096+50	170 in a straight line to 130	
"RR"20096+50	"RR"20097+70	130 in a straight line to 120	
"RR"20097+70	"RR"20100+00	120 in a straight line to 75	
"RR"20100+00	"RR"20102+00	75	
"RR"20092+79.79	"RR"20095+00		90 in a straight line to 100
"RR"20095+00	"RR"20097+00		100 in a straight line to 75
"RR"20097+00	"RR"20098+00		75 in a straight line line to 80
"RR"20098+00	"RR"20100+03.39		80 in a straight line to 106.85

ALSO a tract of land situated in the SE¼ of Section 29, Township 2 South, Range 2 East, W.M., being more particularly described as follows:

Beginning at a 5/8 inch iron rod which bears North 85° 05' 45" West 199.10 feet from the Northeast corner of that certain tract of land conveyed to Clackamas County as recorded in Book 43, Page 199, Deed Records, Clackamas County, Oregon; thence North 85° 05' 45" West 34.40 feet to a 5/8 inch iron rod; thence South 10° 51' 15" West 34.40 feet to a 5/8 inch iron rod; thence North 52° 52' 45" East 51.11 feet to the place of beginning.

EXCEPT therefrom that property described in that deed to Guy C. and Donna R. Stephanson, recorded April 18, 1972 as Recorder's Fee No. 72-10565, Film Records of Clackamas County.

Center line bearings are based upon the Oregon Co-ordinate System, North Zone.

The parcel of land to which this description applies contains 2.75 acres, more or less.

PARCEL 4

A parcel of land lying in the George Abernethy D.L.C. No. 52, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that deed to Jack W. Parker, recorded as Recorder's Fee No. 70-16030, Film Records of Clackamas County; the said parcel being that portion of said property lying Westerly of Parcel 3 and included in a strip of land variable in width, lying on the Northwesterly side of the following described center line:

Beginning at Engineer's center line Station "H" 30022+86.85, said station being 18.53 feet North and 1786.47 feet West of the Southeast corner of the Hiram Straight D.L.C. No. 42, Township 2 South, Range 2 East, W.M.; thence South 63° 26' 41" West 413.15 feet to Engineer's center line Station "H" 30027+00, at which station the Southwesterly line of said strip of land lies at right angles to said center line.

The widths in feet of the strip of land above referred to are as follows:

Station	to Station	Width on Northwesterly Side of Center Line
"H"30023+00	"H"30027+00	105 in a straight line to 40

Bearings are based upon the Oregon Co-ordinate System, North Zone.

The parcel of land to which this description applies contains 0.32 acre, more or less.

9592 1-82

SPECIALIZED TECHNICAL DATA TO ASSIST IN THE APPRAISAL OF A PORTION OF ROSSMAN'S LANDFILL CLACKAMAS COUNTY, OREGON

Submitted to
OREGON STATE DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
January 1982

EMCON Associates
90 Archer Street
San Jose, California 95112

504-1.2G

TABLE OF CONTENTS

Page

INTRODUCTION 1

SECTION 1 - CONTROL OF LANDFILL GAS AND LEACHATE 2

SECTION 2 - GENERATION OF ELECTRICAL ENERGY 4

SECTION 3 - SETTLEMENT 6

SECTION 4 - SITE DEVELOPMENT - ADDITIONAL COSTS AND REQUIREMENTS 9

TABLES AND FIGURES

Table 1 - Summary of Methane Gas Recovery from Rossman's Landfill 7

Figure 1 - Estimate of Methane Production Vs. Time - Rossman's Landfill 5

Figure 2 - Settlement Vs. Time - Rossman's Landfill 8

SPECIALIZED TECHNICAL DATA TO ASSIST IN THE APPRAISAL OF A PORTION OF ROSSMAN'S LANDFILL

INTRODUCTION

The Highway Division of the State of Oregon Department of Transportation has commenced acquisition of right of way for the construction of the Parker Park Place One - Clackamas Community College section of the Cascade South Highway in Clackamas County. A portion of the right of way for this section of the highway will cross Rossman's Landfill from a point near the intersection of Park Place interchange to Redland Road. Because of the unique construction problems and special considerations that must be addressed in this project, the State of Oregon has retained EMCON to assist in providing the specialized technical data required for proper appraisal of the subject property.

In order to acquaint the appraisers with the special problems associated with construction on sanitary landfills, a meeting was held in Portland on October 19, 1981. Included was a discussion of parameters that would assist in appraising the value of the property. The meeting also served to acquaint Highway Division staff engineers with design problems that will be encountered due to the proposed location of the roadway.

This report augments the information presented at the initial meeting and presents additional information which has become available since that time. The report has been divided into the following sections:

1. Control of Leachate and Landfill Gas
2. Generation of Electric Energy
3. Settlement
4. Site Development -- Additional Costs and Requirements

SECTION 1 - CONTROL OF LANDFILL GAS AND LEACHATE

Landfill gas and leachate will be produced on both the highway property and the north and south landfill properties. Gas will be produced well into the 20th Century; however, the quantity of the gas and the hazard it presents will significantly decrease over the next 5 to 10 years. Leachate will be produced for an even longer time span in quantities which may be expected to remain relatively constant (as a percentage of annual rainfall); leachate constituents, however, will decrease significantly through time.

The gas produced will follow a path of least resistance to the atmosphere. We would expect that an active gas control system will be employed on the property to the north and south and that this control system will also gather the gas produced within highway property. Nevertheless, it is important to note that the property owner is responsible for all adverse environmental impacts created by the gas produced on his property. Should the active control system on adjoining landfill property shut down for any reason, the Highway Division may be required to protect the environment and/or public health (e.g., odor control, safety precautions, etc.). If there are structures, pipelines, permeable backfill, or coarse base materials on the property, a gas hazard potential will exist. Special care must therefore be taken in the design of this section of the highway to mitigate the hazard.

Recommend what?

In our opinion, gas control for the entire landfill is best managed by a single responsible entity, to ensure that management has a single purpose and that all liabilities can be assigned. Only one control system is required; likewise only one group need have special expertise. Hazard insurance coverge could probably be obtained if a credible entity were to manage the program.

[illegible] a system [illegible] K/H! [illegible] The role [illegible] assigned.

The existing control well system at Rossman's Landfill was installed for odor control. The wells, piping and motor/blower/burner system will probably always require maintenance and supervision as long as landfill gases are generated in even small quantities. It may also be necessary to install new wells periodically and to replace other components of the system. As quantities of gas produced by the landfill decrease, it may be possible to substitute a passive system for the existing active system. If so, less maintenance will be required; however, continued maintenance of the cover soil will be necessary, including crack sealing, grade maintenance and erosion repair.

The cost to the Highway Division of maintaining an active gas control system may be determined by prorating the cost for gas control of the north parcel on a surface acreage basis. Since the highway parcel comprises approximately 40 percent of the total north parcel, 40 percent of the operating and maintenance costs plus 40 percent of capital costs will be assessed against the highway parcel.

The leachate produced will be created by surface and ground-water infiltration. The leachate which has been generated during the landfilling operation, as well as future leachate leaving the refuse fill, will have an adverse impact on the ground-water quality, although the extent and complexity of the resulting change in water quality may not be known for many years. Should a leachate problem develop, it may also be impossible to determine which area of the landfill is responsible for the problem. A study is currently underway to investigate the nature and extent of the interaction between the leachate and the ground water.

The leachate control system for the entire landfill is best managed by a single entity. Only one control system is required; likewise, only one group need have special expertise.

Care must be taken in designing the portion of the highway which will pass through Rossman's Landfill. At least one utility corridor should be available to enable connection of the gas and leachate systems that may be located on either side of the roadway. To allow for the roadway fill, portions of the existing gas extraction system at Rossman's Landfill will need to be relocated and reconstructed. The current alignment interferes with approximately 10 wells and the main gas collection header on two reaches. The reconstruction cost for the wells and the header is estimated at $50,000 to $75,000.

Construction costs for the leachate collection and treatment facilities have not yet been determined.

SECTION 2 - GENERATION OF ELECTRICAL ENERGY

The gas production potential of Rossman's Landfill was assessed in EMCON's January 1981 report, "Feasibility Study - Utilization of Landfill Gas for Vehicle Fuel Systems." Figure 1 (Figure I-2 in referenced report) presents an estimate of methane production through time, using EMCON's Methane Generation Model (MGM). Since this highway parcel is within the north parcel, it may be assumed that the north parcel curve on Figure 1 reflects the gas production potential of this property.

As indicated in Section 1, landfill gas can be a significant liability; however, it can also be an asset if it provides useful energy that will produce a revenue stream exceeding the cost stream. At present, the most likely option for a beneficial recovery project is the electrical generation project proposed by Clackamas Energy Conservation Company to the Bonneville Power Associates (BPA). BPA is expected to make a commitment to support or reject the project in the very near future. As the curves suggest, the methane yield from the north parcel may be of little commercial value after 1988 to 1989.

The value of the gas from the highway property may be an important question during the economic life of a gas recovery project. The north parcel consists of approximately 23 acres and contains about 1.2 million tons of refuse. The highway property comprises about 9 acres, or roughly 40 percent of the refuse in the north parcel. It appears reasonable to assume, then, that the owners of the highway project should be entitled to 40 percent of the royalties or profits derived from the gas recovery project in the north parcel. If the contract

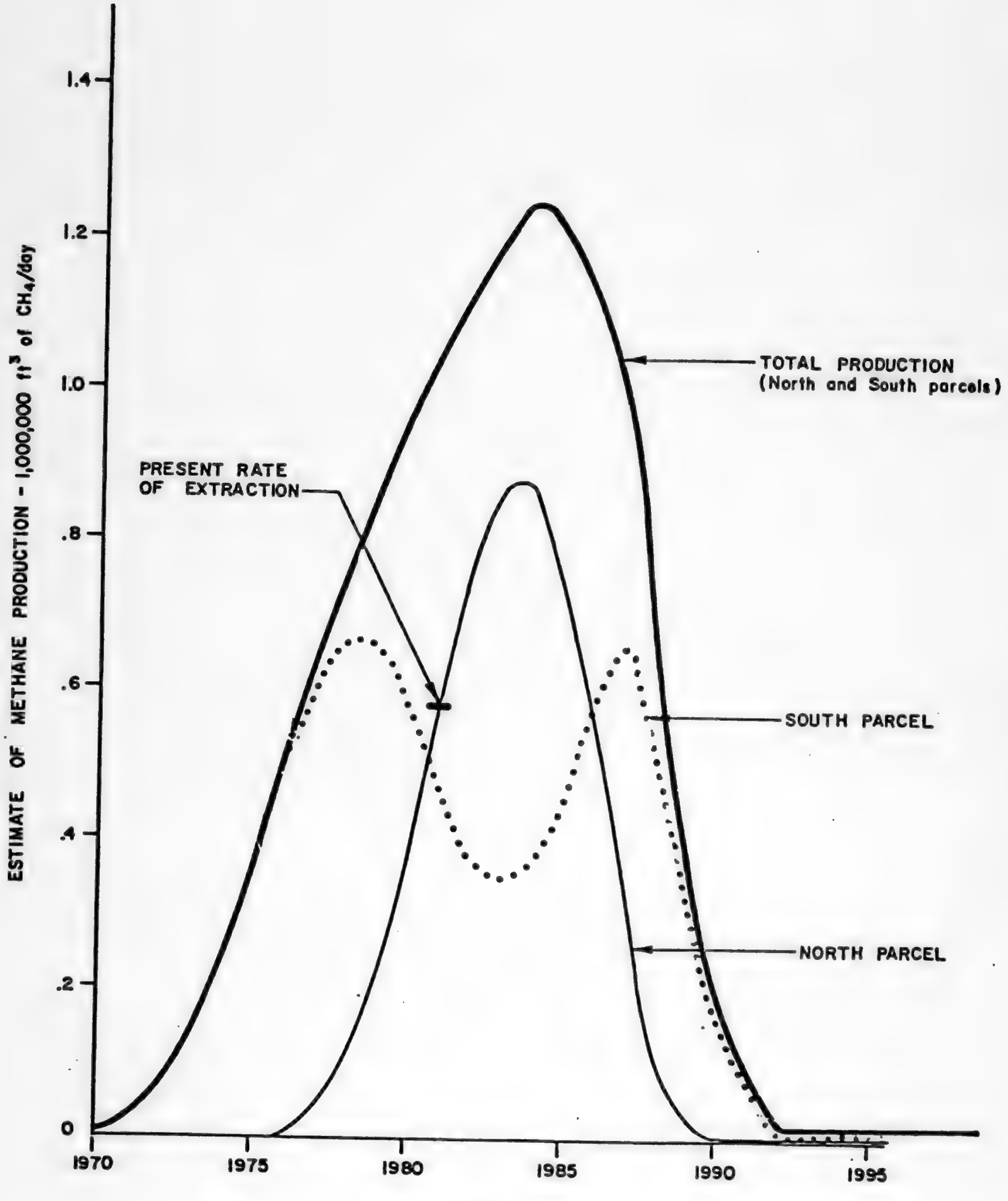

FIGURE 1. ESTIMATE OF METHANE PRODUCTION VS. TIME - ROSSMANS LANDFILL

calls for royalty payments and a sharing of profits, then the highway parcel should receive its pro rata share. To assist in an evaluation of the prorata share, Table 1 presents gas recovery estimates for the total landfill, the north parcel and the highway parcel. Once a contract agreement for a recovery project is finalized, the asset value of the highway parcel can be developed by a present-worth analysis. The last two columns of Table 1 present the gas rights royalty payment for the total landfill and for the highway parcel, respectively, assuming BPA chooses to support an electrical generation project.

SECTION 3 - SETTLEMENT

The continued settlement of refuse at Rossman's Landfill is related to the ongoing biological decomposition of the biodegradable organic manner, as well as to the physical-mechanical reaction to added surface loading created by buildings and soil.

Rossman's Landfill was filled in several phases. The south parcel (50 acres) was covered with approximately 30 feet of refuse between 1970 and 1976. A second lift of approximately 25 feet is presently being added (1980 to 1982) to bring the south parcel to final grade. The north parcel (23 acres) was filled with about 45 feet of refuse between the years 1976 and 1981.

Settlement monuments were installed at selected locations in the south parcel. Location and settlement data were presented in an MSD report by Mark Whitson. A graphic presentation of the settlement data is shown on Figure 2.

Settlement will vary depending upon the location of buildings and loading conditions. The settlement due to decomposition will probably be ongoing for the next 20 years. Most of this settlement should be evident within the next 7 years in the north parcel, and within the next 15 years in the south parcel. Physical-mechanical settlement, caused by building loading, should occur within a year of load application.

Table 1

SUMMARY OF METHANE GAS RECOVERY FROM ROSSMAN'S LANDFILL

	Methane Recovery ft^3 per year x 10^6			Highway Parcel	Royalty Payments*	
Year	Total Landfill	North Parcel	Highway Parcel	% of Total Gas Recovery	Total Landfill ($000)	Highway Property ($000)
1982	411	273	109	27	--	--
1983	330	313	125	28	616	172
1984	452	318	127	28	647	181
1985	434	273	109	25	679	170
1986	400	190	76	19	713	135
1987	335	105	42	13	749	97
1988	237	45	18	6	637	38
1989	137	12	5	4	474	19
1990	67	4	2	3	191	6

*Based on projections by Clackamas Energy Conservation Company in its proposal to Bonneville Power Administration.

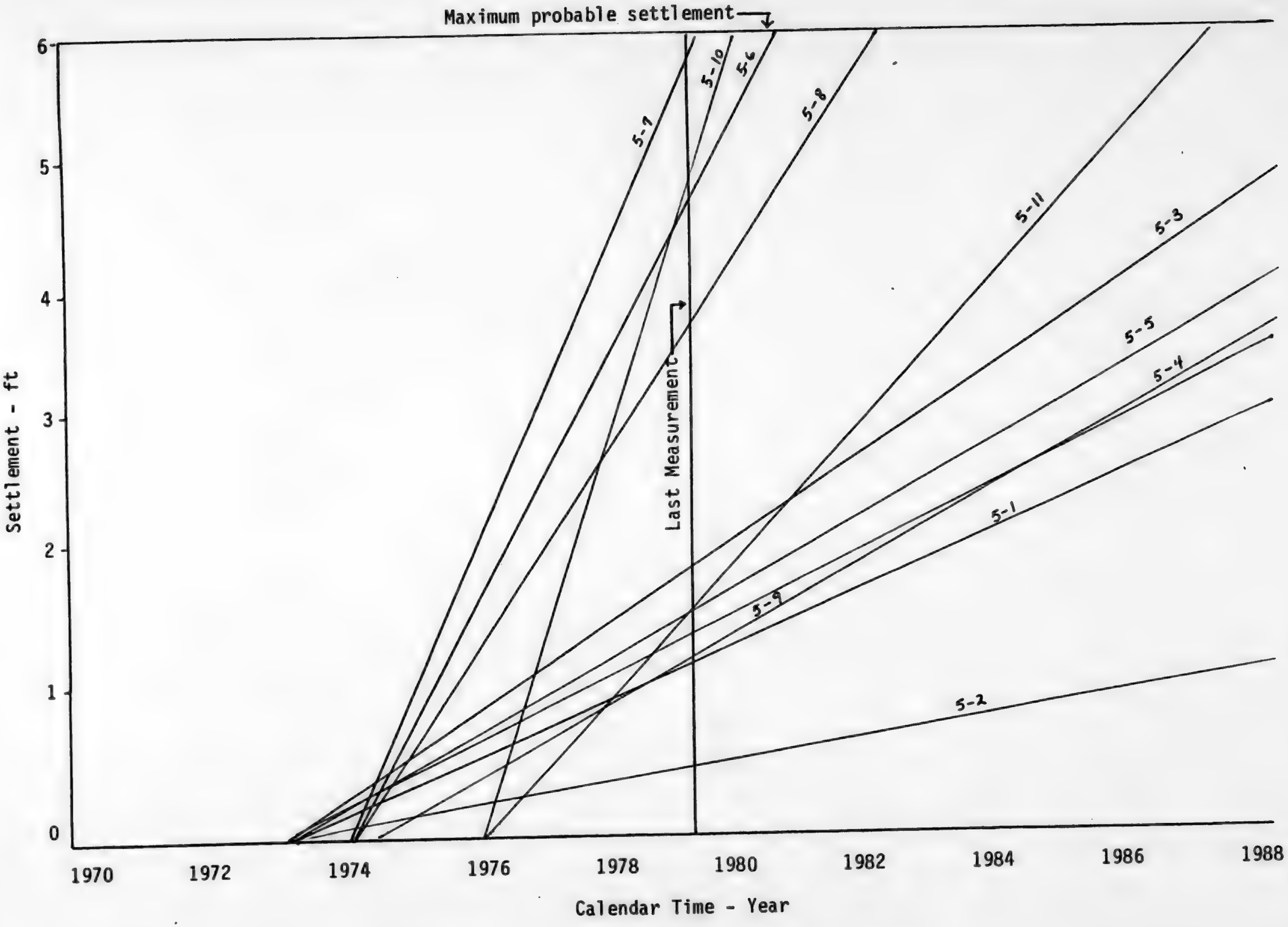

FIGURE 2. SETTLEMENT VS. TIME - ROSSMANS LANDFILL

Preloading or surcharging could expedite the physical-mechanical settlement, thereby reducing the need to consider this form of settlement.

Recent measurements in the vicinity of the proposed highway right of way have shown settlements of 1.5 to 3 feet in a little over one year. Surcharging of the area with a large dirt fill will cause the major amount of settlement to take place in a relatively short time (1 to 2 years). However, some settlement may be expected to occur after that period due to continued refuse decomposition. The major settlement should occur in the first 3 to 5 years, with minor but significant amounts occurring at later times. Because the measured rate of decomposition at Rossman's Landfill is so high, it is anticipated that stabilization of this fill will occur at a faster rate than more typical and drier fills.

The maximum probable settlement for the area is estimated to be about 6 feet. However, as much as 10 feet of settlement may occur.

The additional cost due to settlement will include periodic regrading adjacent to the highway fill and maintenance of pavement and drainage facilities. This may include periodic regrading and repaving for a period of about 15 years, at a cost ranging from 10 to 20 /ft^2/year.

SECTION 4 - SITE DEVELOPMENT - ADDITIONAL COSTS AND REQUIREMENTS

Buildings located on the landfill must be compatible with the anticipated post-construction performance of foundation materials and with existing support characteristics. They must also incorporate features that protect against landfill gas hazard and a corrosive environment.

The bearing capacity of the foundation subgrade will be directly related to the loading, the contact area, the soil type, the thickness of soil between the foundation and the refuse, and the condition and characteristics of the refuse. Buildings which will supply moderate to heavy loadings will probably need pile supports; light to moderate loads can be accommodated by spread and/or mat foundations, provided compatibility with future differential and total settlements are taken into account.

For major buildings, consideration should be given to pile-supported structures, since such structures are supported by the native alluvium underlying the refuse. Light, single-story buildings could probably be supported directly by the refuse if adequate precautions were taken.

For the most part, buildings will be constructed on 30 to 40 feet of refuse (after completion of the organic degradation process). It is expected that pile-supported structures built on the refuse would show excellent performance, although special attention must be given to the construction of any such buildings to allow for refuse-related conditions. Both capital and maintenance costs for buildings constructed on the landfill will increase as a result.

The foundation system required would be a pile system with a reinforced structural ground floor -- both made necessary by the presence of refuse. The incremental costs of providing these features should be allocated to the entire building space and can only be judged on a building-specific basis. Certain additional costs enter into consideration, however. Not only is there an incremental cost for piles, but the pile detail would be more costly. For example, if concrete is used rather than wood, the thickness of the concrete between the steel and pile exterior, as well as surface coating for protection of the pile, must be adjusted to account for the corrosive environment created by refuse gas and leachate. These requirements would not increase support foundation costs more than 10 to 20 percent for a multi-story building; for a single-story structure, on the other hand, the cost increase would be greater, since load support efficiency decreases with decreased building height.

The additional building costs that may be encountered for buildings constructed on landfills include gas control membranes and vent systems, additional foundation materials (piles and/or increased reinforcement in the floor slabs), monitoring systems, and active control systems. To ensure that the protective systems are functioning properly, inspection and monitoring of the systems must be accomplished on a regular basis.

The costs of typical systems are as follows:

1. Passive venting systems using membranes cost $2 to $3 per square foot of building floor space.

2. Improved foundations for small buildings (single story) would increase the net cost of the buildings by 20 to 30 percent.

3. Active monitoring systems used to detect combustible gases within any enclosed structure vary in cost, depending on the number of enclosed spaces and the size of spaces within the structures. A typical range of installed costs for such equipment would be $15,000 to $25,000.

4. Active control systems have a relatively low cost for installation, but a high cost for operation and maintenance. As a general rule, active systems are only used as a backup in case the passive systems fail. Typical construction costs per building for an active control system would be $15,000 to $20,000. However, operation and maintenance costs for such a system might be as much as $15,000 to $30,000 per year. If included in the monitoring program for a larger development, the total development monitoring and operating cost would typically range from $25,000 to $50,000.

Property Negotiations

File 51485

Sta. 267+10 to Sta. 268+50

of owner PATRICK L. and JUDY A. LILLY

Mail address 19739 S. Molalla Avenue, Oregon City, Ore. 97045 Phone No. 656-0740

Phone No.

Attorney Terrance L. McCauley Address P.O. Box 370, Estacada, Ore. 97023

Purpose of purchase: R/W OPTION EXPIRES 4/14/82 Possession upon acceptance

Location of property Park Place-Clackamas Community College section of Cascade Highway in Clackamas County.

Street address or Sec. T.R. 19739 S. Molalla Avenue

How does taking affect remaining property? minor reduction in size (Give details regarding dividing of tract, if appropriate)

Nature of property taken landscaped front yard. (Give details regarding nature, cultivation, improvements and class of property taken.)

Basis of settlement: (Give acreage basis, together with special items allowed for, and statement of any extra items to be done or furnished by State in addition to payment of compensation. Tumblehead on back of sheet if necessary.)

LAND:	Residential - 0.08 Ac. @ $22,687+/Ac.	=	$ 1,815
IMPROVEMENTS:	Landscaping - grass, shrubs & barkdust	=	950
	Fencing: 26' vinyl coated cyclone	=	215
	132' electric fence	=	145
	Asphalt - 260 s.f. @ $1.15+/sf	=	300
DAMAGES:	To cyclone fence	=	75
	Total	=	$ 3,500

RETAINED IN FIELD

Exhibit B:

L267+15	West (right)*	35'	16'	State

*option incorrect - left should read right.

APPROVED Ed Hardt, Reg. Engr.

Exhibit H-Possession

(Exhibits B & H are attached and mentioned on 1st page but are unsigned).

RETAINED IN FIELD

Withholding $ -- for ☐ Improved ☒ Unimproved

Relocation: 3617 forwarded on 3/26/81 Rent Supplement

☐ Required Displacement: $ Replacement Housing: $

Appraisals: $ 2390 By Drabinski Review Appraisal $ 2450

Staff & $

Fee $ By Lou Schwab Review Appraiser

☐ Entire taking ☐ Complete restriction of access ☒ Access controlled ☐ Access not controlled

Participating $ Non-Participating $

Phone No.

Attorney Terrance L. McCauley

Address P.O. Box 370, Estacada, Ore. 97023

Purpose of purchase: R/W

OPTION EXPIRES 4/14/82

Possession upon acceptance

Location of property Park Place-Clackamas Community College section of Cascade Highway in Clackamas County.

Street address or Sec. T.R. 19739 S. Molalla Avenue

How does taking affect remaining property? minor reduction in size (Give details regarding dividing of tract, if appropriate)

Nature of property taken landscaped front yard. (Give details regarding nature, cultivation, improvements and class of property taken.)

Basis of settlement: (Give acreage basis, together with special items allowed for, and statement of any extra items to be done or furnished by State in addition to payment of compensation. Tumblehead on back of sheet if necessary.)

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	132' electric fence	=	145
	Asphalt - 260 s.f. @ $1.15+/sf	=	300
DAMAGES:	To cyclone fence	=	75
	Total	=	$ 3,500

RETAINED IN FIELD

Exhibit B:

L267+15 West (right)* 35' 16' State

*option incorrect - left should read right.

Exhibit H-Possession

APPROVED Ed Hardt, Reg. Engr.

(Exhibits B & H are attached and mentioned on 1st page but are unsigned).

The file contains affidavits by the appraisers and the negotiator.

The appraisal, appraisal review, and negotiation were done by different right of way agents.

The fair market value was established subsequent to the Appraisal [illegible] and

RETAINED IN FIELD

Withholding $ -- for

Relocation: 3617 forwarded on 3/26/81, ☐ Improved ☒ Unimproved

☐ Required Displacement: $ Replacement Housing; $ Rent Supplement

Appraisals: $ 2390 By Drabinski Review Appraisal $ 2450

Staff & $

Fee $ By Lou Schwab Review Appraiser

☐ Entire taking ☐ Complete restriction of access ☒ Access controlled ☐ Access not controlled

Job Prefix Participating S 0 Non-Participating S

General remarks (Give such general explanation as you desire to support settlement)

Settlement recommended:

Right of Way Supervisor Date 1-21-82 Signed: John E Baker Right of Way Agent

John E. Baker

Right of Way Manager Date Dated: 1/20/82

Authorized by Transportation Commission: Date

FORM 734-3042 (Rev. 7-78)

F . NO. 51485

-.AILED DESCRIPTION OF THE TAKING

see original appraisal.

TOTAL VALUE OF THE TAKING IS ALLOCATED AS FOLLOWS:

41. LAND:

	LAND CLASS.	AREA	UNIT	UNIT PRICE	
1.	Residential	.08	(AC.)~~(SQ.FT.)~~	AT$ 15,790	$ 1265
2.			(AC.)(SQ.FT.)	AT$	$
3.			(AC.)(SQ.FT.)	AT$	$
4.			(AC.)(SQ.FT.)	AT$	$
5.			(AC.)(SQ.FT.)	AT$	$
6.			(AC.)(SQ.FT.)	AT$	$

TOTAL FOR LAND .... $ 1265

42. IMPROVEMENTS IN TAKING:

1. yard improvements, landscaping, electrical & $ 1125
2. cyclone fences, etc. $
3. $
4. $

43. TOTAL FOR LAND AND IMPROVEMENTS .... $ 2390

44. DAMAGES TO REMAINING LAND:

LAND CLASS.	AREA	UNIT	UNIT PRICE	
		(AC.)(SQ.FT.)	AT$	$
		(AC.)(SQ.FT.)	AT$	$
		(AC.)(SQ.FT.)	AT$	$

45. DAMAGES TO REMAINING OR PARTIALLY TAKEN IMPROVEMENTS:

REMAINING $

TOTAL VALUE OF THE TAKING IS ALLOCATED AS FOLLOWS:

41. LAND:

	LAND CLASS	AREA	UNIT	UNIT PRICE	
1.	Residential	.08	(AC.)~~(SQ.FT.)~~	AT$ 15,790	$ 1265
2.			(AC.)(SQ.FT.)	AT$	$
3.			(AC.)(SQ.FT.)	AT$	$
4.			(AC.)(SQ.FT.)	AT$	$
5.			(AC.)(SQ.FT.)	AT$	$
6.			(AC.)(SQ.FT.)	AT$	$

TOTAL FOR LAND .... $ 1265

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1. yard improvements, landscaping, electrical & $ 1125
2. cyclone fences, etc. $
3. $
4. $

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44. DAMAGES TO REMAINING LAND:

LAND CLASS	AREA	UNIT	UNIT PRICE	
		(AC.)(SQ.FT.)	AT$	$
		(AC.)(SQ.FT.)	AT$	$
		(AC.)(SQ.FT.)	AT$	$

45. DAMAGES TO REMAINING OR PARTIALLY TAKEN IMPROVEMENTS:

REMAINING $

PARTIALLY TAKEN $

DAMAGES TO LANDSCAPING $

DAMAGES, OTHER $

46. TOTAL DAMAGES $

47. SPECIAL BENEFITS $

48. NET TOTAL DAMAGES (TOTAL DAMAGES MINUS SPECIAL BENEFITS) $

49. JUST COMPENSATION $ 2,400 (R)

50. ALLOWANCE FOR FENCING R/W: ____ (RDS.)(FT.) AT$ ____ PER UNIT $ ____

Transportation
STATE HIGHWAY DIVISION
Right of Way Unit
9002 S.E. McLOUGHLIN BLVD., MILWAUKIE, OREGON 97222 PHONE 653-3113

September 25, 1981

Mr. & Mrs. Patrick L. Lilly
19739 S. Molalla Avenue
Oregon City, OR 97045

File 51485
Park Place-Clack.Community College Sec.
Cascade Highway South
Clackamas County
FAP# IX-78(3)

Attached is a new map which indicates that your north property line is on the north side of your driveway. I have attached a new Exhibit "B" which has been changed so that your driveway will be reconnected at its existing location. Please call me if you have any questions.

Very truly yours,

JOHN E. BAKER
Right of Way Agent

JEB:kc
Attachment

praiser's

12. Brie
Subject
proved wit
partially on
to get a deed
a 25' x 135' str

☐ other
☐ Property Mgmt.
☐ Other
☐ Relocation

Mrs. Patrick L. Lilly

le No. 51485
Last Name Lilly
Section Park Place-Clack.Comm.Col
Address 19739 S. Molalla Ave., Oregon City, OR 97045

Area of Taking .08 ac.
Amount Approved $ 2450
☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Documents Delivered:	Date
Brochures, A & R	3/25/81
Letter, O-Benefit	"
Option	"
R Claim Forms	---

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st	2450	---	---	3/25/81	3/25/81
2nd					
3rd					
4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
3/23/81	Telephone / Mrs. Lilly / Baker Arranged to meet the Lillys at 5 p.m. on Wednesday, March 25, 1981.
3/25/81	Mr. and Mrs. Lilly / Baker Met the Lillys as previously arranged. We discussed the project and the new approach. They were aware that their driveway is not on their property. They plan to see an attorney. I told them where we would like to place the new approach. We went over the title report. Mr. Lillys father, Albert Lilly is deceased. He died June 1, 1976 in Clackamas County. Mrs. Albert Lilly is still alive. I explained the problem with the improperly signed attorney-in-fact signature on the deed. I told them I would let them know if anything needed to be done to make a correction. I explained the appraisal process in detail and then made the offer verbally and with the offer letter. Mr. Lilly rejected it immediately. Apparently they have had an offer of $100,000 for their property and they rejected it. I told the Lillys that I would call them in a few weeks.
4/22/81	Telephone / Mr. Lilly / Baker The Lillys still have not settled their driveway problem. Mr. Lilly doesn't like the monetary offer. He said the property is worth more. I said I would call in a few weeks.
5/26/81	Not home.
5/28/81	Not home.
6/1/81	Not home.
6/2/81	Not home.

OVER

By John E. Baker
Right of Way Agent
JOHN E. BAKER

Use reverse side (tumblehead)

Form 81 734 3708

6/3/81 Telephone / Mrs. Lilly / Baker

Mrs. Lilly said that they have their driveway problem with Shrake almost settled. Her husband feels that the offer is too low. I arranged to meet them Wednesday June 10 at 7 p.m.

6/10/81 Mr. and Mrs. Lilly / Baker

Met the Lillys as previously arranged. Mr. Lilly's attorney has told them not to settle if he doesn't agree with the offer. The attorney also told him we would settle out of court for only 3 or 4 thousand dollars more. We discussed the appraisal and offer. I told them I would contact them next week for their decision.

6/18/81 Telephone / Mr. Lilly / Baker

Called to see what the Lillys had decided. Mr. Lilly said he still wanted $6000. Told him we needed justification for that amount. He said he really didn't care but he wanted $6000. I told him I might be able to justify going up to the County's true cash value. That would add $400. Mr. Lilly said that would not be satisfactory. He said he would split the difference between our offer plus the $400 and his $6000. I told him that was too high. I told him I'd have to get back to him.

6/24/81 Telephone / Mr. Lilly / Baker

Mr. Lilly is going to stick to his original demand of $6000. Told him I would R/C the file.

Grantors Patrick L. and Judy A

Section Parkplace

County Cl

...ENT OF TRANSPO

☐ Liaison ☒ Appraisal ☐ Property Mgmt. Last Name Lilly

☐ Acquisition ☐ Relocation ☐ Other

Section Park Place Int.-Clackamas Community Colleg

Name Patrick & Jody Lilly
Tele: 656-0740

Address 19739 S. Molalla, Oregon City, OR

Documents Delivered:

Area of Taking ☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

Amount Approved $

	Date
Brochures, A & R	
Letter, O-Benefit	
Option	
R Claim Forms	

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st					
2nd					
3rd					
4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
12/12/80	Mrs. Lilly / Drabinski I called Mrs. Lilly and arranged an inspection time with her for Tuesday December 16, at 9:00 a.m.
12/16/80	Mrs. Lilly / Drabinski I met with Mrs. Lilly at her home. They were generally familiar with the project. She had questions concerning the appraisal process and the proximity of travel lanes to the house in the "after" situation. I explained that just compensation was based on the market value of the land taken, plus any damages to the remainder. I told her that the highway was in a taper section in front of the residence and that the travel lanes would remain essentially the same and would probably not get any more than 10' closer to the house. Mrs. Lilly said that they have received offers of $90,000-$100,000 on the property, some contingent on zone changes, others not. She says they have not accepted any because nobody wanted to cash them out. They were oral offers and nothing has been written on them. She asked about the tax consequences of the money they receive. I told them I would get a brochure from IRS for them on the matter. She says they are thinking of putting up a better fence to keep the steers they have from straying and asked that the R/W line be staked. I told them I would see if this could be done. I left my card and acquisition brochure with her.
12/18/80	Mrs. Lilly / Drabinski I dropped of an IRS pamphlet on condemnation and took some additional pictures of the subject. It had been staked earlier in the day.

By Eileen Drabinski
Right of Way Agent
EILEEN DRABINSKI

FORM 81-734-3708

Use reverse side (tumblehead)

OREGON STATE HIGHWAY DIVISION

OCATION OF PROPERTY 19739 S. Molalla, Oregon City

EGAL OWNER'S ADDRESS same

PHONE NO. 656-0740

ONTRACT BUYER none

DDRESS

PHONE NO.

FILE NO.: 51485
NAME: Lilly
SECTION: Park Place-Clac.Comm.Col
HIGHWAY: Cascade
COUNTY: Clackamas
ENG. STA.: 267+15 - 268+50
DESCRIPTION DATED: 9/19/80
FED. PROJ. NO.: IX-78(3)

1. TENANT none
RENT $ LEASE: YES [ ] NO [ ] IF RECORDED, TITLE BOOK PAGE
IF MULTIPLE LEASES (OTHER THAN APARTMENTS) LIST LESSEES:

2. PARTIAL TAKING [X] ENTIRE TAKING [ ] AREA OF ENTIRE PROPERTY 1.9 Acres
AREA IN FEE SIMPLE TAKING .08 Acre±
AREA IN PERMANENT EASEMENT(S) --
AREA IN TEMPORARY EASEMENT(S) --

3. ACCESS BEFORE TAKING:

Cascade Highway

4. REMAINDER PROPERTY HAS ACCESS TO HIGHWAY SYSTEM AS FOLLOWS: Controlled to location: Eng. Sta. L 267+30.

LANDLOCKED [ ]. TO BE RESTRICTED TO FRONTAGE ROAD IF ONE IS LATER CONSTRUCTED [ ]

5. URBAN [X] RURAL [ ] PRESENT USE residential LEGAL ZONE CODE FU-10
USE PERMITTED AS ZONED future urban, 10 acre minimum

6. HIGHEST AND BEST USE: ENTIRE PROPERTY residential
REMAINDER PROPERTY residential

7. PUBLIC SEWER [ ] SEPTIC TANK [X] OTHER SEWAGE DISPOSAL FACILITY
PUBLIC WATER SUPPLY [X] WELL [X] OTHER WATER SUPPLY
CURBS [ ] PUBLIC SIDEWALKS [ ] PAVED STREET 40 FT. WIDE. GRAVEL STREET FT. WIDE

8. SUMMARY OF VALUATION: TAKING AND DAMAGES ONLY
ENTIRE PROPERTY $ REMAINDER PROPERTY $

TAKING:

LAND	$1,265
IMPROVEMENTS	915
DAMAGES	
SPECIAL BENEFITS	
JUST COMPENSATION	$2,180

VALUATION REPORTS BY OTHERS:

FIXTURES	$
EQUIPMENT	$
MACHINERY	$
TIMBER	$
NURSERY STOCK	$
ADVERTISING SIGNS	$
COST STUDIES	$
OTHER	$

. PRELIMINARY TITLE REPORT FURNISHED AND EXAMINED: YES [ ] NO [X] CHECKED AT TITLE CO. [ ]
I HAVE GIVEN CONSIDERATION TO ANY EXCEPTIONS OR LIMITING CONDITIONS THEREIN THAT AFFECT THE VALUE OF SUBJECT PROPERTY.

. VALUATIONS MADE BY OTHERS AS SHOWN IN LINE 8 ARE INCLUDED AS A PART OF THE TOTAL DATA CONSIDERED IN ARRIVING AT MY FINAL CONCLUSIONS OF VALUES.

. I HAVE ALSO MADE THE FOLLOWING ASSUMPTIONS:

DDRESS ______________________________ ENG. STA.: 267+15 - 268+50

______________________________ PHONE NO. __________ DESCRIPTION DATED: 9/19/80

FED. PROJ. NO.: IX-78(3)

---

1. TENANT none

RENT $__________ LEASE: YES ☐ NO ☐ IF RECORDED, TITLE_____ BOOK_____ PAGE_____

IF MULTIPLE LEASES (OTHER THAN APARTMENTS) LIST LESSEES:

---

2. PARTIAL TAKING ☒ ENTIRE TAKING ☐ AREA OF ENTIRE PROPERTY 1.9 Acres

AREA IN FEE SIMPLE TAKING .08 Acre±

AREA IN PERMANENT EASEMENT(S) --

AREA IN TEMPORARY EASEMENT(S) --

---

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Cascade Highway

---

4. REMAINDER PROPERTY HAS ACCESS TO HIGHWAY SYSTEM AS FOLLOWS: Controlled to location: Eng. Sta. L 267+30.

LANDLOCKED ☐. TO BE RESTRICTED TO FRONTAGE ROAD IF ONE IS LATER CONSTRUCTED ☐

---

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USE PERMITTED AS ZONED future urban, 10 acre minimum

---

6. HIGHEST AND BEST USE: ENTIRE PROPERTY residential

REMAINDER PROPERTY residential

---

7. PUBLIC SEWER ☐ SEPTIC TANK ☒ OTHER SEWAGE DISPOSAL FACILITY __________

PUBLIC WATER SUPPLY ☒ WELL ☒ OTHER WATER SUPPLY __________

CURBS ☐ PUBLIC SIDEWALKS ☐ PAVED STREET 40 FT. WIDE. GRAVEL STREET _____ FT. WIDE

---

8. SUMMARY OF VALUATION: TAKING AND DAMAGES ONLY

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LAND	$ 1,265
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DAMAGES	
SPECIAL BENEFITS	
JUST COMPENSATION	$ 2,180

VALUATION REPORTS BY OTHERS:	
FIXTURES	$
EQUIPMENT	$
MACHINERY	$
TIMBER	$
NURSERY STOCK	$
ADVERTISING SIGNS	$
COST STUDIES	$
OTHER	$

PRELIMINARY TITLE REPORT FURNISHED AND EXAMINED: YES ☐ NO ☒ CHECKED AT TITLE CO. ☐ I HAVE GIVEN CONSIDERATION TO ANY EXCEPTIONS OR LIMITING CONDITIONS THEREIN THAT AFFECT THE VALUE OF SUBJECT PROPERTY.

VALUATIONS MADE BY OTHERS AS SHOWN IN LINE 8 ARE INCLUDED AS A PART OF THE TOTAL DATA CONSIDERED IN ARRIVING AT MY FINAL CONCLUSIONS OF VALUES.

I HAVE ALSO MADE THE FOLLOWING ASSUMPTIONS:

UBJECT PROPERTY HAS SOLD WITHIN THE LAST 5 YEARS. YES ☒ NO ☐. IF YES, SEE DETAILS EGARDING SALE ON COMPARABLE SALE SHEET NO. _____ WHICH INCLUDES AN EXPLANATION OF WHETHER ALE IS INDICATIVE OF TODAY'S MARKET VALUE.

APPRAISER Eileen Drabinski

EILEEN DRABINSKI 12/80

Page ____ of ____

734-3718 (3-74)

19. DETAILED DESCRIPTION OF THE PROPERTY BEFORE THE TAKING:

NEIGHBORHOOD

The subject is situated adjacent Highway 213 just south of the Oregon City limits. Oregon City is located in the southeast portion of the rapidly growing Portland urban area. At one time separated from other towns in the region, the City and the surrounding area have been experiencing the effects of suburbanization typical of an expanding metropolis. Development in the Oregon City locality is constrained on the west by the Willamette River bluffs, the Clackamas River on the north, and by small valleys on the east. Development pressure is, therefore, to the south, where few such physical limitations occur and where there is a large availability of developable land. Growth in residential construction inside Oregon City is limited by the State enforced sewer connection moratorium. After 1985, when the first stages of the upgraded sewage system are expected to be complete, there should be sufficient capacity to service areas outside the present City limits. Growth pressures, therefore, are being exerted on lands in the County and especially to the southeast within the subject's neighborhood. As a result, the trend of real estate in the area is up steadily.

SITE

The subject site is an oblong, rectangular parcel containing 1.90 acres. It has 135'± of frontage along the Cascade Highway right of way, which borders its east side. The property is about 670' deep at its north border and measures 660'± along its south border. The lot is 2' below the grade of the highway and is fairly level, although the rear (west) part of the site has a slight westerly slope.

The major portion of the lot is in pasture. Landscaping, which is common to the neighborhood, is fairly minimal and concentrated at the lot's northeast corner, in the area between the residence and the current highway right of way. It consists of a grass lawn, a 20'± high arbor vitae hedge, and a small strip of barkdust and plantings bordering the driveway on its north side.

Other site improvements include a 10' wide asphalt driveway, a two-strand electrified fence enclosing the southerly section of the site, and a 4' high, vinyl coated cyclone fence in 10' centers extending the length of the property's north boundary.

IMPROVEMENTS

The subject is improved with a wood frame, 1½ story residence estimated to have been built in 1900. According to the Assessor's card, the dwelling contains 878 s.f. on the main level. It has one bedroom and one bath on the main floor and two bedrooms in the 390 s.f. finished attic. The dwelling's foundation is concrete, and its exterior is horizontal ship lap siding with wood shingles on the attic level. The composition roof is gable style. Outbuildings include a detached single car garage, a 1911 s.f. pole barn, a 400 s.f. general purpose shed, and a wood shed. All the outbuildings are located to the west of the residence. The residence's septic system and drainfield lie in the pasture area south of the structure. General overall condition of the improvements is judged to be fair.

The dwelling's front door is currently situated 86' from the right of way line and 102' from the white painted fog line.

UTILITIES

All utilities except sewer are available to the subject. Public water is provided by the Clairmont Water District which has an 8" line running along Highway 213. The TriCity Service District formed in May, 1980 eventually will provide public sewer to the subject's neighborhood. However, the area is not designated for service in the initial construction phase, due to completion in 1985. According

Oregon City is located in the southeast portion of the rapidly growing Portland urban area. At one time separated from other towns in the region, the City and the surrounding area have been experiencing the effects of suburbanization typical of an expanding metropolis. Development in the Oregon City locality is constrained on the west by the Willamette River bluffs, the Clackamas River on the north, and by small valleys on the east. Development pressure is, therefore, to the south, where few such physical limitations occur and where there is a large availability of developable land. Growth in residential construction inside Oregon City is limited by the State enforced sewer connection moratorium. After 1985, when the first stages of the upgraded sewage system are expected to be complete, there should be sufficient capacity to service areas outside the present City limits. Growth pressures, therefore, are being exerted on lands in the County and especially to the southeast within the subject's neighborhood. As a result, the trend of real estate in the area is up steadily.

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continued...

19. continued...

ASSESSOR'S DATA

T.3S, R.2E, Tax Lot 600, Clackamas County

1980	Land	$ 32,760	1979-80 Taxes:	$911.70
	Improvements	24,570		
	Total	$ 57,330		

ZONING

Clackamas County zones the subject FU-10, Future Urban 10 acre minimum lot size. This designation is made "to preserve for future development at urban densities the future urbanizable areas of the County." Uses under this zoning primarily are restricted to residential, agriculture and forestry.

Oregon City includes the area within its Urban Growth Boundary. Annexation likely will occur some time between 1985 and 1990. Kathy Galbreath of the City Planning office indicates that upon annexation the area will receive the City's lowest density residential zoning, R-10, 10,000 square feet minimum lot size. The City's intended policy is to discourage strip commercial development along Highway 213, although the zoning may be updated and revised if new circumstances warrant it.

HIGHEST AND BEST USE

The subject's highest and best use is for one residential homesite, as it is presently improved. This use is in accordance with current zoning and proposed zoning upon annexation by Oregon City.

DESCRIPTION OF THE TAKING

The taking consists of a strip of ground extending the full length of the subject's east side. It has an area of .08 acre and is 25'-26' in width.

Landscaping within the area to be acquired is comprised of 1560s.f.± of grass yard, 100 s.f. of barkdust, and 1500 s.f. in pasture. Twenty-six feet of arborvitae hedge, 4 rose bushes, about 10 lineal feet of grape vines, and some unkempt blackberry bushes grow within the taking area.

Other site improvements include 260 s.f. of blacktop driveway, 26 feet of 4' high vinyl coated cyclone fence on 10' centers, 26 feet of plastic, 1¼" water line, and 112L.F.± of 2-strand electrical fence. In addition, access is controlled to location, Eng. Sta. 267+30.

DESCRIPTION OF THE REMAINDER

The remainder is reduced in size and now had an area of 1.82 acres±. It retains its basic rectangular, oblong shape. The front door of the residence is now 60'± from the right of way line. Available cross sections show the highway travel lanes tapering in front of the property, about 5' to 10' closer to the dwelling then they were in the "before" situation. The dwelling sits 2-3 feet above the grade of the highway center line. Access is controlled to Eng. Sta. 267+30.

No damages are estimated to the remainder as a result of the State's acquisition. The dwelling remains adequately set back from both the right of way line and the highway travel lanes. Access is controlled to its presently existing and most logical location.

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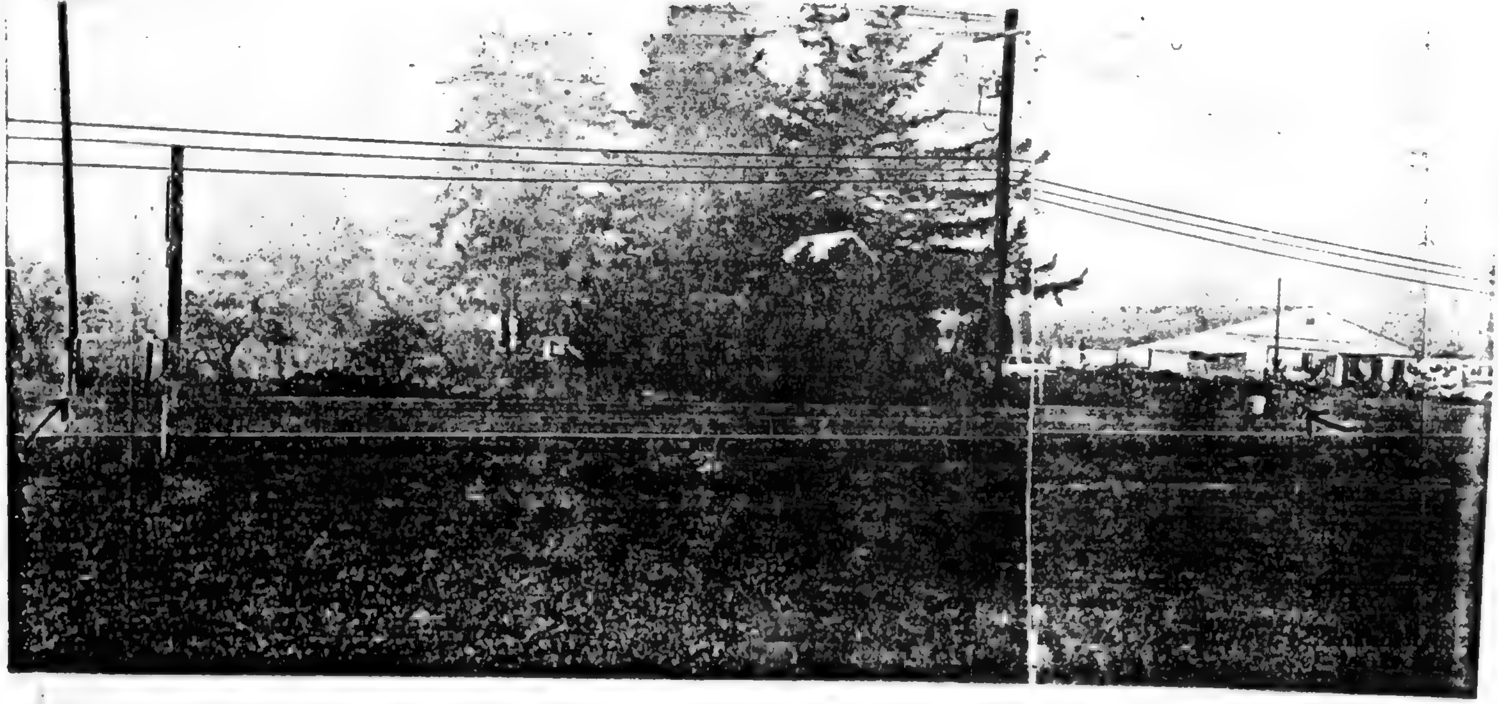
OREGON STATE HIGHWAY DIVISION

FILE No. 51485

SUBJECT AT ENG. STA. 267+15-268+50
TAKEN FROM ENG. STA.
FACING West
TAKEN BY Drabinski
DATE TAKEN 12/16/80

ENTS: #1 - View of residence from Clackamas Community College Campus across Molalla Ave.



Facing W.
Drabinski
12/16/80

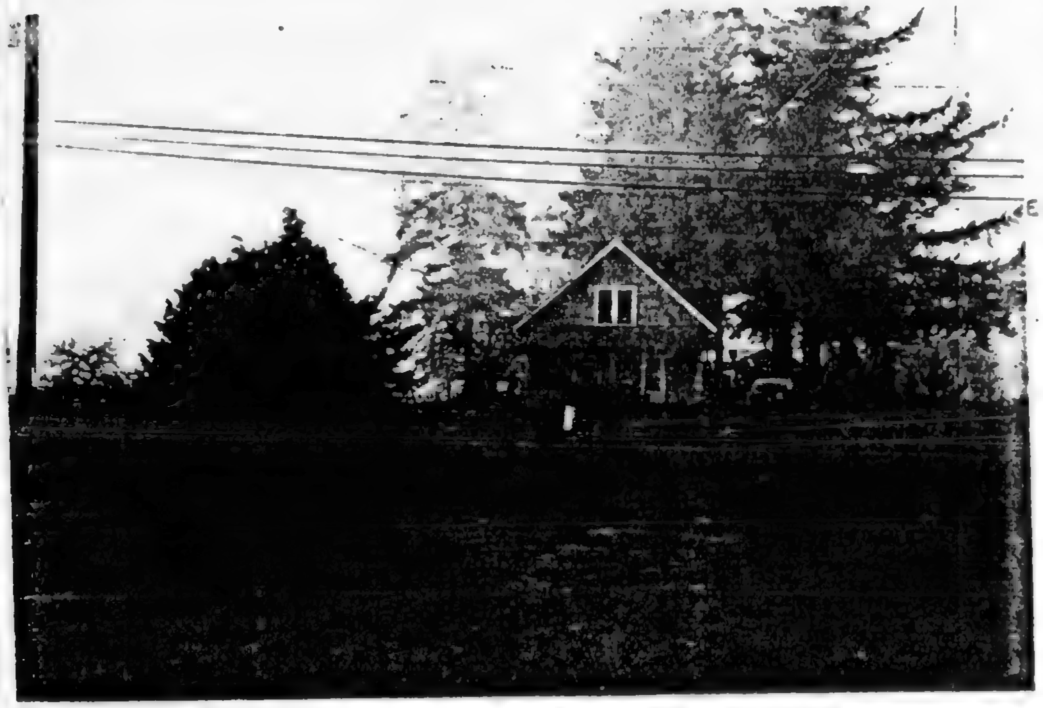
Subject property as seen from Clack.Comm.Coll. Campus.Red arrows mark approx. prop. boundaries.

SUBJECT AT ENG. STA.
TAKEN FROM ENG. STA.
FACING
TAKEN BY Drabinski
DATE TAKEN 12/18/80

TS: #3 - View of front yard. Red line is location of new R/W line.

FILE NO. 51985

SUBJECT AT ENG. STA. 267+15-268+50
TAKEN FROM ENG. STA. ____
FACING West
TAKEN BY Drabinski
DATE TAKEN 12/16/80



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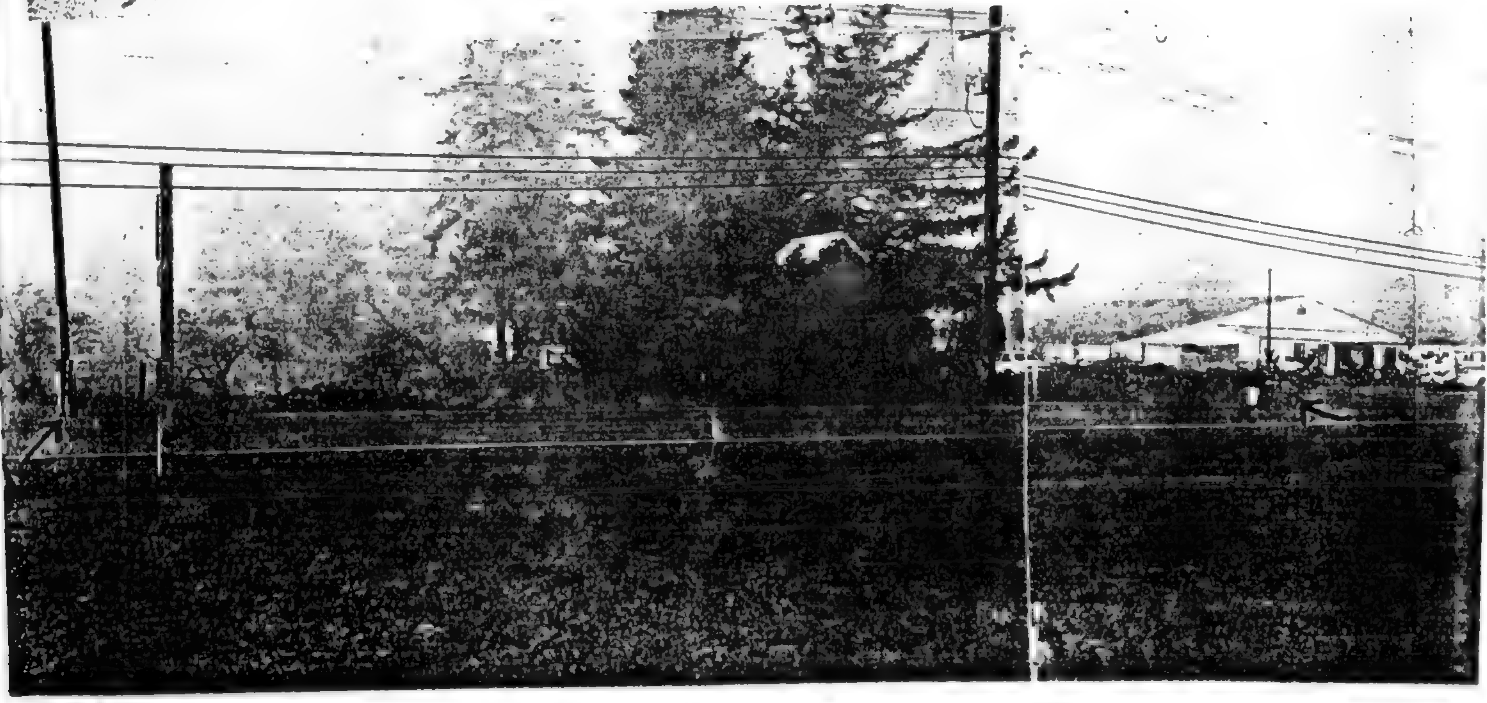
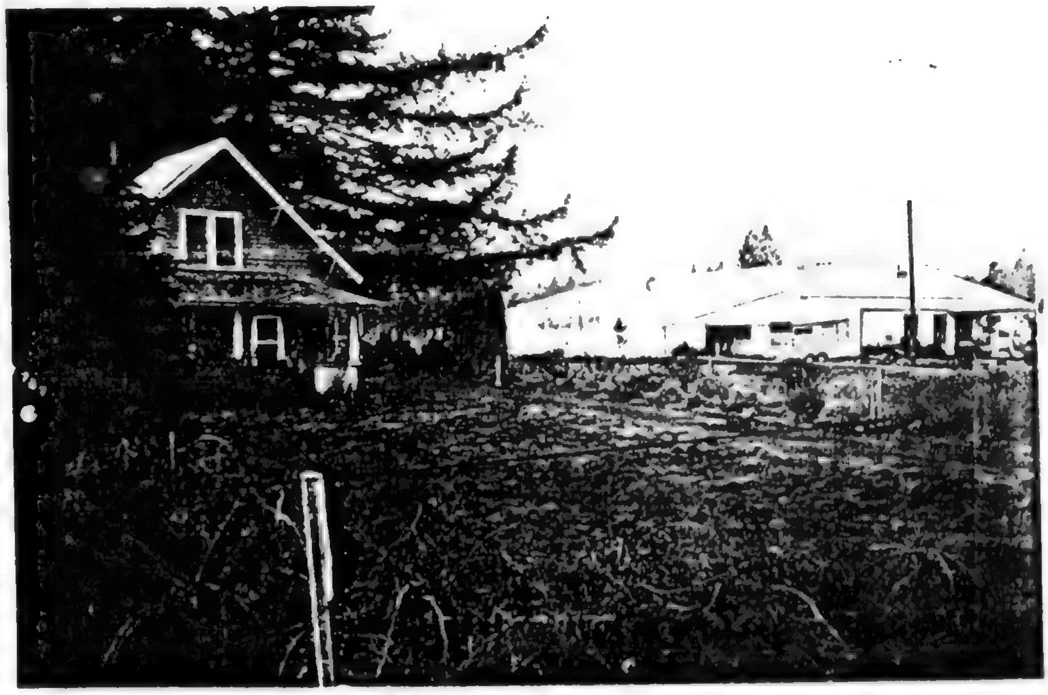


Facing W.
Drabinski
12/16/80

Subject property as seen from Clack.Comm.Coll. Campus.Red arrows mark approx. prop. boundaries.



SUBJECT AT ENG. STA. ____
TAKEN FROM ENG. STA. ____
FACING ____
TAKEN BY Drabinski
DATE TAKEN 12/18/80

TS: #3 - View of front yard. Red line is location of new R/W line.

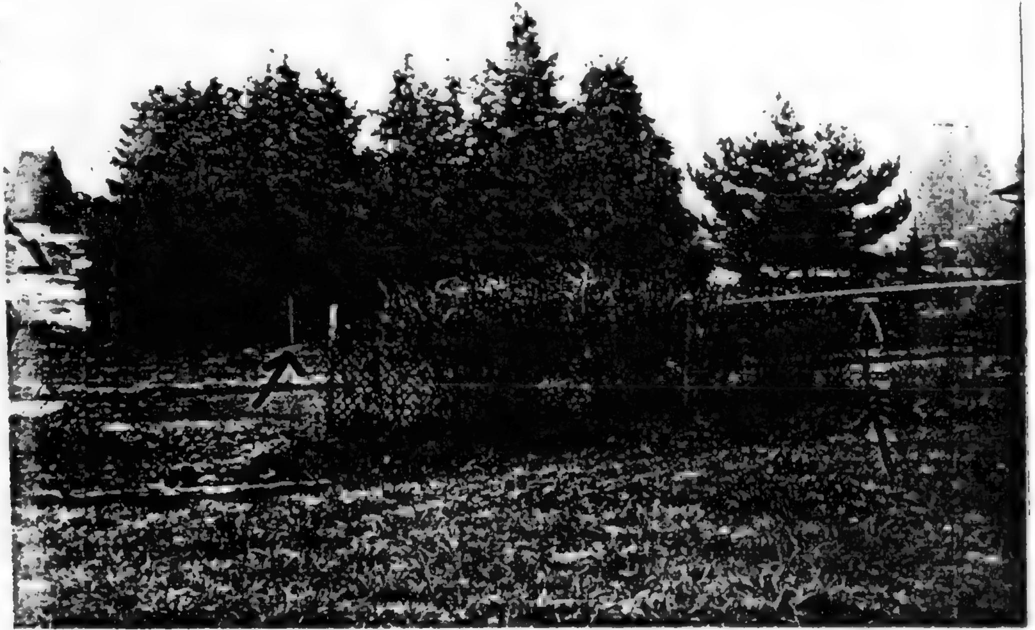
Page ____ of ____

734-3770 (3-74)

PHOTO RECORD OF SUBJECT PROPERTY

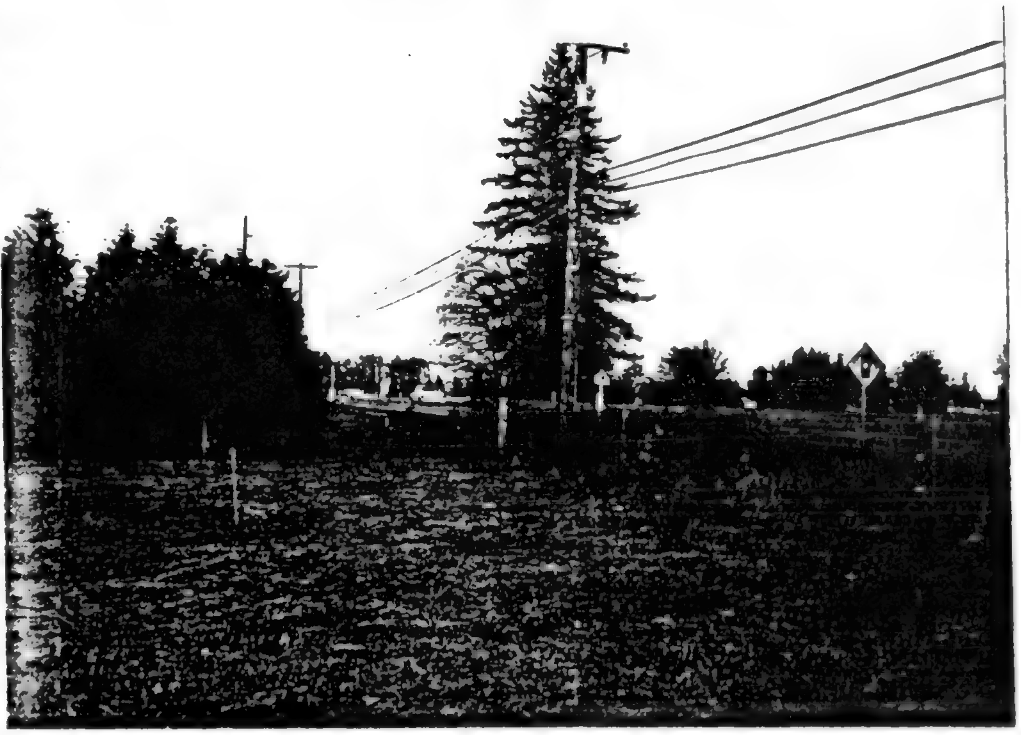
SUBJECT AT ENG. STA.
TAKEN FROM ENG. STA.
FACING South
TAKEN BY 12/18/80
DATE TAKEN Drabinski

COMMENTS: #4 - View of taking area. Red arrows point to R/W stakes.



SUBJECT AT ENG. STA.
TAKEN FROM ENG. STA.
FACING North
TAKEN BY 12/18/80
DATE TAKEN Drabinski

COMMENTS: #5 - Looking north along taking line in pastured part of subject prop.



SUBJECT AT ENG. STA.
TAKEN FROM ENG. STA.
FACING
TAKEN BY
DATE TAKEN

COMMENTS:

☐ Non-White

Liaison #11

☒ Legal Owner ☐ Contract Purchaser ☐ Other________

File No.________

☒ Liaison ☐ Appraisal ☐ Property Mgmt.

Last Name Lilly

☐ Acquisition ☐ Relocation ☐ Other________

Section Park Place Int.- Clackamas Community Coll

Name Judy V. Lilly
656-0740

Address 19739 S. Molalla, Oregon City

Documents Delivered:

Area of Taking________ ☐ Dwelling ☐ Farm ☐ Bus.

Amount Approved $________ ☐ Nonprofit ☐ Unimproved

	Date
Brochures, A & R	
Letter, O-Benefit	
Option	
R Claim Forms	

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st					
2nd					
3rd					
4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
5/9/80	Lilly/Carte Discussed project, reviewed design, procedures and estimated timing of project. They are in favor of project, but mostly concerned with access to the highway. Very difficult for them to get onto the highway easily. Lilly's have considered selling their property. Dairy Queen had offered $95,000± but they refused. Think it will be valuable commercial property. Likely commercial due to the location of the stables and the resulting aroma. Lilly's have had difficulty with the stables due to early morning unloading of horses. Have been involved in "suit" regarding Shrake's placement of a mobile home next to Lilly's garage and fence in violation of zoning. Mrs. Lilly expressed concern that traffic would be much closer to their house after finishing the project. However, again she discussed hanging on long enough for the improvement to be completed in hopes of increased value for their parcel.

By John D. Carte
Right of Way Agent

FORM 81-734-3708

Use reverse side (tumblehead)

9592

ROW 12 Sec. 160

STATE OF OREGON

INTEROFFICE MEMO

TO: Ken Rolfe, Region 1
Right of Way Supervisor

DATE: January 13, 1982

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

J B Boyd

SUBJECT: Emcon Report
File 51421 - Parker
Park Place-Clackamas
Community College Sec.
Cascade South Hwy.
Clackamas County
FAP No. IX-78(3)

1 Versteeg ✓
Anderson
3 Adams
2 Olson
4 Sullivan JWS
Terpin
Trout
Wakerlig

RECEIVED
JAN 13 1982
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up / /
Action

I am transmitting three copies of the Emcon Report for your use in the appraisal activities. I am also sending one copy to Mr. Hardt and one copy to Mr. Versteeg for their information. Mr. VanHeuit will be in Portland on January 21 between 9:00 a.m. and 12:00 p.m. Please make arrangements that our appraisers will be available at that time, provided they have questions regarding this report. Mr. VanHeuit will be at the airport for about three hours. He is obtaining a meeting room in order to discuss this problem. If the design people or Mr. Hardt have inquiries they could be present also.

Erickson F.E. Watson
Hager Dorn Leu
Return Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER

JBB:jh
enc.

cc: J. H. Versteeg w/enc. ✓
Ed Hardt w/enc.

Don
in depth review, arrange to attend the meeting with VanHeuit if necessary

HA 6

December 28, 1981

The Honorable Ed Linquist
State Representative
H-283 State Capitol
Salem, OR 97310

Copy
#9463

Dear Representative Linquist:

Your letter to Fred Klaboe concerning our Six-Year Highway Improvement Program, and in particular, the Oregon City Bypass has been referred to me. As you may know, Fred has decided to retire effective the end of December. We will all miss him but wish him well in his retirement.

In reference to Don Anderson's letter of October 12, in which he comments on the Preliminary Program, two of the items concern maintenance related activities. The West Linn bridge painting will be done as part of our bridge maintenance program. Concerning maintenance activities on Highway 99E in Oregon City, it is my understanding that our District Maintenance Supervisor has discussed these problems with the City and that they have been corrected.

Our plans to match Interstate Transfer funds in the Oregon City Bypass have not changed. We will recommend this proposal to the Commission when three conditions are met. The first condition has been met as the one-cent gasoline tax goes into effect this January. The second condition was also met when Metropolitan Service District adopted Resolution 9746 "...designating the Oregon City Bypass project as the highest priority regional project to receive new state funding commitments". The last condition, which hopefully will be resolved soon, requires approval of an agreement between Clackamas County, Oregon City, and the Highway Division to transfer the existing highway to the local jurisdiction. The bypass would be designated as part of the Cascade South Highway. At this time, I see no reason for the Commission not approving state matching funds for the bypass.

I hope these comments have answered your concerns. If I can be of further assistance, please let me know. Thank you for your interest in the highway program.

Sincerely,

H. S. Coulter, P.E.
State Highway Engineer

SHM:pf 1b
bc R. H. Bothman
E. L. Hardt
D. H. Moehring

HOUSE OF REPRESENTATIVES
H280, STATE CAPITOL
SALEM, OREGON 97310
(503) 378-8823

REPRESENTATIVE ED LINDQUIST
Home Address
P.O. BOX 339
GLADSTONE, OREGON 97027
CLACKAMAS COUNTY
DISTRICT 26

COMMITTEES
Member
Joint Committee on
Ways and Means
Chairperson
Subcommittee on Transportation
Regulation
Member
Subcommittee on Public Safety

December 15, 1981

Mr. Fred Klaboe, Director
Department of Transportation
Transportation Building
Salem, OR 97310

Dear Fred:

I recently received a copy of the letter forwarded to you by Don Anderson, Oregon City Mayor, which specified his comments regarding the Preliminary Six-Year Highway Improvement Program (copy attached for your reference).

I would like to add, for the record, my concurrence in Mayor Anderson's points, particularly as they regard the importance of DOT match funds for the Oregon City Bypass. As you know, that long-anticipated project has been one of Clackamas County's main transportation priorities and in my mind, should continue to receive major emphasis for funding.

I hope you will convey my interest and concern to the Transportation Commission.

Sincerely,

EL

Ed Lindquist
State Representative

P.S. I was very sorry to hear of your illness. I hope this letter finds you feeling much better.

cc: Mayor Don Anderson

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STATE HWY ENGR
DEC 17 '81
REFER TO
FOR
Info | Inves. | R/D | C.R. | Sign | Act. | File

RECEIVED
DOT DIRECTOR
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FOR

REFERRED TO
FOR

CITY OF OREGON CITY P. O. Box 631
INCORPORATED 1844

October 12, 1981

Oregon Department of Transportation
Salem, Oregon

Subject: Preliminary Six-Year Highway Improvement Program

Gentlemen:

I would like to take this opportunity to comment on the Preliminary Six-Year Highway Improvement Program for Fiscal Years 1982 through 1987, and request that this letter be made a part of the record.

In general, Oregon City is supportive of the Preliminary Six-Year Highway Improvement Program. However, absent from the Program is the painting of the Oregon City/West Linn bridge. Last year, the Highway Division made improvements and repairs to the traveled roadway of the bridge. This was to be followed by the painting of the bridge. The implied "commitment" to paint the bridge, as conveyed by ODOT personnel, is not included in the Six-Year Program. The Highway Division partially sand-blasted the super-structure of the bridge and painted several panels of various colors. These panels were to be used for color selection. As a result, the bridge can best be described as an "eyesore" in its present state. Because the bridge has been sand-blasted and the aggregate exposed to the elements, the bridge super-structure will deteriorate at a faster rate. Therefore, the painting of the bridge is restoration work and necessary to keep the bridge in good repair. I strongly suggest that ODOT include the painting of the Oregon City/West Linn bridge in the Six-Year Highway Improvement Program.

Aside from the Six-Year Highway Improvement Program, the Oregon City By-pass is of major importance to the area. While money is not included in the Six-Year Improvement Program due to the fact that the By-pass will be funded with Interstate Transfer (E-4) money, ODOT's ability to provide the local match is of primary concern.

OREGON CITY, OREGON 97045 • AREA CODE (503) PHONE 655-8481

Finally, Oregon City is troubled by ODOT's lack of funds to maintain McLoughlin Boulevard/Highway 99E. There is a general lack of upkeep through Oregon City. In particular, the middle dividers and other separators south of the Oregon City Shopping Center are in poor condition. The highway and the catch basins also lack cleaning. As a result, the catch basins overflow and cause problems to the City's drainage system. Further, there has been an overgrowth of brush and a continual litter problem. This reflects poorly on ODOT and, specifically, on Oregon City. The passing of this maintenance responsibility to Oregon City places financial burden on a single jurisdiction to the benefit of all the residents of the State of Oregon.

I appreciate this opportunity to make comment and request that ODOT consider these matters in their deliberations.

Yours very truly,

Don Andersen

DON ANDERSEN
Mayor

DA:GP:rl

9724

Sec. 160

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION
INTER-OFFICE CORRESPONDENCE
Salem, Oregon 97310
December 16, 1981

FILE:

FROM: Fred Yarbrough, P.E.
Soils Engineer

TO: Fred Eriksen
Designer Supervisor

SUBJECT: Park Place - Clackamas
Community College,
Oregon City Bypass,
Cascade Highway,
Clackamas County,
Surcharge on Fill Across
Rossman Garbage.

You asked me about increasing the height of surcharge on the fill to be made across the Rossman garbage, stations about 70 to 84, on the subject section.

Now, I'm glad you asked me to think about it. The height of surcharge should be increased to about 11-feet above subgrade. Because, according to my latest forecast, the settlement during construction will probably be 5 to 6 feet. And the two feet of pavement to be added nullifies two feet of the residual surcharge height so that the finished grade will feel only about three feet of surcharge removed. That last three feet is the real surcharge and it is not excessive.

You also said a consultant has predicted 12-feet of settlement of the garbage under our fill. Well, I guess I'm not an expert in this matter because all I know is what I read in the papers. Technical papers of which I have several. These show a maximum compression of 18 percent which amounts to 8-feet at Rossman. The average compression they show is about 14 percent or 6-feet which I have shown on my latest prediction. These settlements are, you might say, the primary settlements which will take place in a few years. Nobody knows what the ultimate settlements will be. Nobody has yet seen one stop settling. But after just a year or two the settlement becomes quite small and should be no problem where no structures are involved.

FWY:tb

Fred says surcharge removal should be anticipated at 5 feet of material.

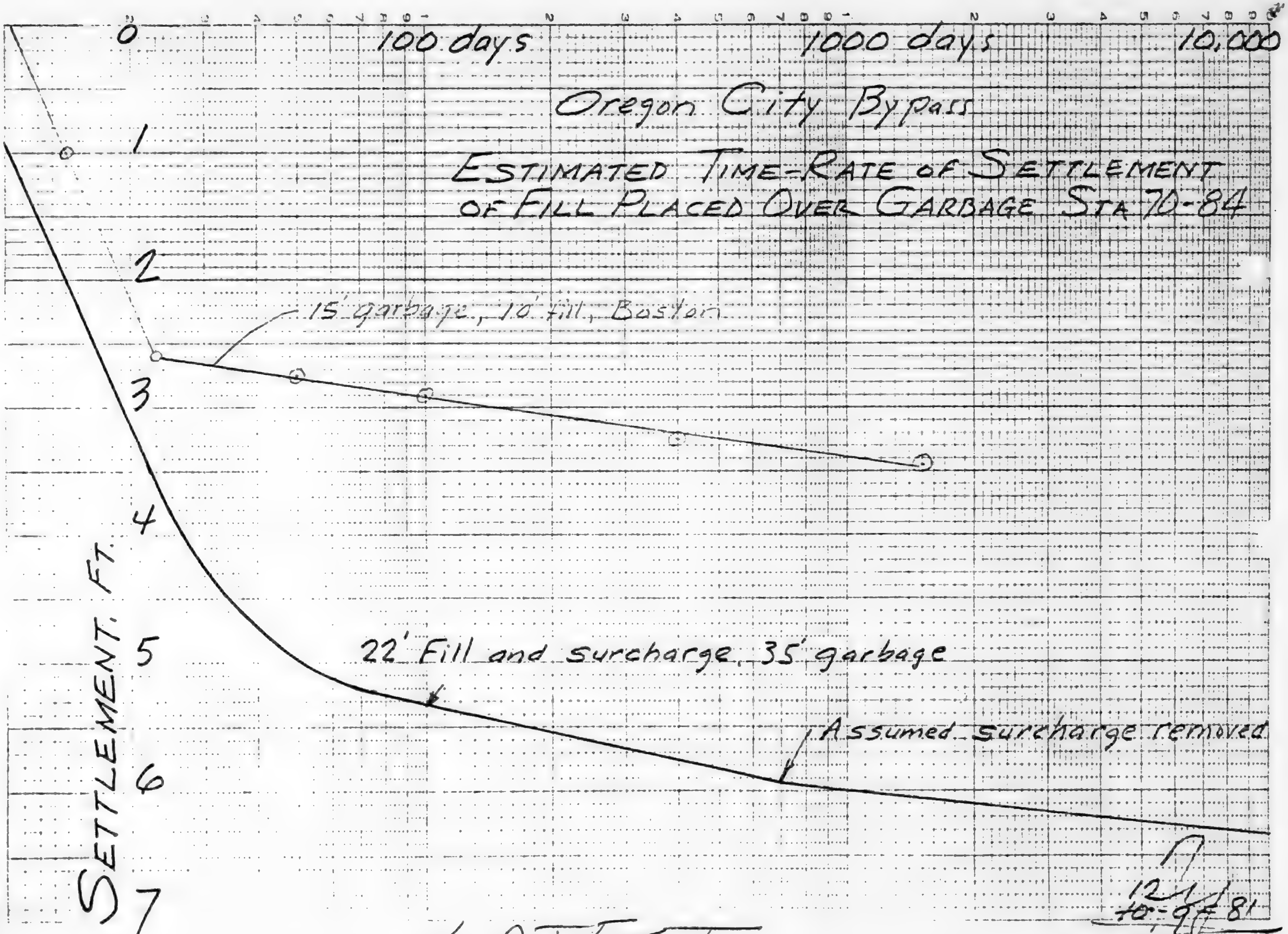
NOTED
F. ERIKSEN

Copy Routed thru Road
Design Supervisory chain.
F.E.
12-16-81

GRAPH PAPER
3 CYCLES X 10 DIVISIONS

Oregon City Bypass

ESTIMATED TIME-RATE OF SETTLEMENT OF FILL PLACED OVER GARBAGE STA 70-84



12-1-81 ~~10-9~~

LATEST

U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project IX-78(3)
Park Place-Clackamas Community College Sec.
File 51421 - Parker (Your ROW 12)
Clackamas County

Date: October 15, 1981

From: Division Administrator

Reply to Attn. of: HRW-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

Right of Way Manager J. B. Boyd's October 5, 1981, letter requests prior approval for the employment of Emcon Associates to assist in providing the specialized technical data required for the proper appraisal of the subject property. Based on the conditions outlined in Mr. Boyd's letter, we approve the employment of Emcon Associates on a time and expense basis up to a maximum of $10,000 and subject to the following:

1. The work to be performed under the contract is as outlined in Right of Way Manager J. B. Boyd's letter to John Pacey, President, Emcon Associates, dated October 15, 1981, and as outlined in the requested services portion of the proposed contract.

2. All billings from the Consultant must identify the project number, File number, date of activity, hours worked, and the activity involved. All billings for actual expenses incurred in performing the services contracted for must be supported with adequate documentation. Any costs incurred prior to the date of this approval are not eligible for federal reimbursement.

3. In the event it should become necessary to obtain additional work beyond the scope and limits of the present contract, the Consultant's services should be contracted for on a lump sum basis or actual cost plus net fee amount in accordance with Oregon Highway Division consultant agreement procedures.

It is our understanding that the Metropolitan Service District will be requested to share in the costs of the subject contract, however, our approval is not contingent upon their participation.

Dale E. Wilken
Dale E. Wilken

RECEIVED
STATE HWY ENGR
OCT 19'81
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FOR

Info	Inves	R/D	D/R	Sign	Act	File

cc:
OSHD (J B Boyd, R/W)

TRANSPORTATION 103-1964

R. N. Bothman, Administrator
Metropolitan Branch

October 15, 1981

F. B. Klaboe
Director

Oregon City Bypass

Reference is made to your memo on the Oregon City Bypass dated October 13, 1981, specifically concerning who is responsible for the match.

A copy of a memo written by the MSD Executive Officer to the MSD Council is enclosed. It correctly spells out the situation. Bond funds in the amount of $638,000 will be first expended to match E-4 funds.

In addition to that, I have agreed to recommend to the Commission that we match $1.5 million if certain conditions are met. The first condition has been met if the one-cent tax goes into effect this January. The second condition has already been met, and I believe that the third condition is being consummated.

I will take this to the Commission for their approval when you advise me that it is appropriate.

FBK:fn

Enc.
cc H. S. Coulter
E. S. Hunter
Ed Hardt
Leon Brock
Moehring - 10/16/81

AGENDA ITEM 8.2

AGENDA MANAGEMENT SUMMARY

TO: MSD Council
FROM: Executive Officer
SUBJECT: Prioritization of the Oregon City Bypass for New State Matching Commitments

BACKGROUND: The Oregon City Bypass has long been considered one of the highest priority regional projects. A significant amount of federal funds ($15,578,000 of Interstate Transfer Funds as of December 30, 1978) have been allocated to complete the Bypass. In addition, the Bypass project was designated by the CRAG Board as the third highest regional priority (behind the projects on Powell Boulevard/Front Avenue and the interchange between Hwy 217 and 72nd Avenue) to receive State Bond funds. Of the State Bond funds, nearly $638,000 is reserved for use as matching funds on the Bypass.

The most recent cost estimate for the Bypass is $13,850,000 (in 1979 dollars). This would inflate to $16,290,000 (assuming 10 percent per year inflation and obligation of federal funds for right-of-way acquisition in FY 1980 and construction in FY 1980). Based on this cost estimate, $2,444,000 is needed to match the federal funds supporting the Bypass project. This is some $1,806,000 above the amount available from the sale of State Bonds.

Several policy-level discussions have recently focused on locating a source of funds to cover the matching fund deficit. The Oregon Department of Transportation is willing to recommend to the Oregon Transportation Commission that $1,500,000 of the matching fund deficit come from state gas tax revenues if: (1) the state receives additional revenues from new sources for highway purposes, (2) the MSD Council designates the Oregon City Bypass as the highest regional project to receive new state matching fund commitments (beyond those to be pledged as part of the I-505 package), and (3) the necessary agreements concerning the realignment of the state highway system in Oregon City are entered into between ODOT and the affected local jurisdictions.

The MSD staff have inventoried all proposed projects having federal funding commitments to determine if there is a basis for establishing the Oregon City Bypass project as the highest regional priority to receive new state funding commitments. To date, 47 projects (listed on Attachment A) have received commitments of Interstate Tranfer funds through construction (not counting projects where construction funds have already been obligated). This list does not include projects which were originally to be funded with Federal Aid Urban and Federal Aid Primary funds, but now will receive Interstate Transfer funding, because matching funds have already been committed for these projects.

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Of the 47 projects, nine address major regional corridor problems (along the full extent of the corridor) by adding significant capacity to move people. Of these, three (Banfield Transitway, I-505 Alternative, Hwy. 212 between the I-205 and Hwy. 224) will have a state funding commitment as part of the I-505 package. The remaining six projects include: (1) the Westside Corridor Project, (2) the Oregon City Bypass, (3) the McLoughlin Corridor Project, (4) Hwy 212 East of Hwy 224, (5) selected regional projects to be funded as part of the MSD Reserve (to be defined), and (6) selected regional projects to be funded as part of the City Reserve (to be defined).

Of the six candidate priority regional projects, only one (the Oregon City Bypass) is in a position to use state matching funds in the near future. Project activities are far along on the Bypass project and additional state matching funds could well be used in the next year to year and a half. While federal funds have been reserved for projects in the other five categories, planning efforts have not progressed to a point of defining specific projects.

On the basis of the analysis described above, it is the opinion of the MSD staff that as the MSD Council has adequate justification for the designation of the Oregon City Bypass projectr as the highest priority regional project to receive new state funding commitments. Recommendations to the Council on this designation will be considered by TPAC on May 8 and by JPACT on May 10.

BUDGET IMPLICATIONS: The approved MSD Budget covers staff planning activities involved in establishing priorities.

POLICY IMPLICATIONS: Prioritization of the Oregon City Bypass as the highest regional priority project to receive new state matching funds commitments responds to the request of the ODOT. This designation is one of the steps required to bring about adequate matching funds for this project, thus allowing the project to proceed into construction.

ACTION REQUESTED: Adopt Resolution No. 79-46 subject to recommendation by TPAC and JPACT.

CWO:bc
3452A
0033A
5/10/79

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF)
PRIORITIZING THE OREGON CITY)
BYPASS AS THE HIGHEST)
PRIORITY REGIONAL PROJECT)
TO RECEIVE NEW STATE MATCHING)
FUND COMMITMENT

Resolution No. 79-46
At the request of
Rick Gustafson

WHEREAS, Preliminary engineering on the Oregon City Bypass Project is proceeding with a final public hearing scheduled for July, 1979; and

WHEREAS, Significant Mt. Hood Interstate Transfer funds have been reserved for right-of-way acquisition and construction of the Oregon City Bypass project; and

WHEREAS, Nearly $638,000 in State Bond funds have been reserved to match the Oregon City Bypass project; and

WHEREAS, The reserved State Bond funds are not sufficient to match the Interstate Transfer funds necessary for the accomplishment of this project; and

WHEREAS, the Oregon Department of Transportation is willing to recommend that additional state funds be authorized for use as matching funds to construct the Oregon City Bypass if (1) the Metropolitan Service District Council designates the Bypass as the highest priority regional project to receive new state funding commitments, and (2) the state receives additional revenues from new sources for highway purposes, and (3) the necessary agreements concerning the realignment of the state highway system in Oregon City are entered into between ODOT and the affected local jurisdictions; and

WHEREAS, MSD staff has evaluated all projects allocated from Mt. Hood and I-505 Interstate Transfer funds through construction for the purpose of determining regional priorities as set forth in Exhibit "A"; and

WHEREAS, of the projects having federal funding commitments but no state matching commitments, six involve the addition of significant people-moving capacity along the extent of major regional corridors and are therefore candidates for designation as priority regional projects to receive state funding commitments; and

WHEREAS, Of the six projects appearing to be candidates as priority regional projects to receive new state funding commitments, only the Oregon City Bypass is in a position to use state matching funds in the near-term future; now therefore

BE IT RESOLVED, That the MSD Council hereby designates the Oregon City Bypass project as the highest priority regional project to receive new state funding commitments.

ADOPTED By the Council of the Metropolitan Service District this 10th day of May, 1979.

Presiding Officer

CWO:bc
3453A
0033A

EXHIBIT "A"

Ongoing Projects Having Mt. Hood or I-505 Interstate Transfer Funds Allocated or Reserved Through Construction.

	Adds Significant Capacity to Move People Over the the Full Extent of a Major Major Transp. Corridor
Banfield Transitway	Yes
Westside Corridor	Yes
Powell Blvd-Bridge to I-205	No
McLoughlin Blvd Underpass	No
Grand Avenue at Morrison	No
33rd at Broadway	No
39th Avenue Improvement	No
39th at Stark	No
Curb Extension Program	No
Curb Corner Modification Program	No
Actuated Signals	No
Signal Modification and Replacement	No
McLoughlin/Milwaukie Connection	No
SE Division Corridor	No
Transit Street Improvements	No
39th Avenue Corridor Improvement	No
Union Avenue Improvement	No
Basin/Going Interchange	No
Greeley to I-5	No
Macadam Avenue Project	No
Sellwood Bridge Construction	No
221st/223rd Improvement	No
Boones Ferry Road	No
Oregon City Bypass	Yes
TV Highway at 185th	No
Hwy 217/72nd Avenue Interchange	No
238th Avenue Improvement	No
Fairview Avenue Signalization	No
Pacific Hwy TSM Project	No
Canyon/TV Hwy TSM Project	No
Farmington Road Corridor TSM Project	No
Hall Blvd Corridor TSM Project	No
Cedar Hills at Walker Road TSM Project	No
NW Couplet TSM Program	No
Beaverton-Hillsdale Hwy TSM Project	No
Sandy Blvd Corridor TSM Project	No
State Street Corridor TSM Project	No
Gladstone/Milwaukie TSM Project	No
McLoughlin Corridor	Yes
Hwy 212-East of Hwy 224	Yes
Regional Transit and Highway Projects Outside the City of Portland	Yes (selected projects)

Alternative to I-505	Yes
NW Portland Improvements	No
Hwy 217/Sunset Interchange	No
190th/Powell Interchange	No
Hwy 212-I-205 to Hwy 224	Yes
Regional Transit and Highway Projects within the City of Portland	Yes (selected projects)

CWO:bc
3454A
0033A

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: October 13, 1981

TO: THE FILE

File No: 103-1964

FROM: R. N. BOTHMAN
Administrator Bothman

SUBJECT: OREGON CITY BYPASS
INTERSTATE TRANSFER LOCAL MATCH

Discussed the responsibility for local match on the Oregon City Bypass with Fred Klaboe, Scott Coulter, and Larry Rulien October 12.

Fred Klaboe advised that ODOT has assumed the responsibility for the entire local match for construction of the project.

RNB:PE

xc: F. B. Klaboe
H. S. Coulter
Leon Brock

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OCT 14 '81
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FOR

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NOTED
F. B. KLABOE

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9 71

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: August 19, 1981

File No: 103-1963
103-1964

TO: LYLE WATSON
Final Design

FROM: J. D. McCLURE
Project Development Engineer

JDMcClure

SUBJECT: Park Place-Clackamas Community College (Oregon City Bypass)
East Portland Freeway - Rock Creek Junction (Highway 212)
Clackamas County

Our staff, working through MSD, is requesting $7,200,000 ($6,120,000 federal dollars) for the first unit of the Oregon City Bypass, and approximately $2 million for Unit 1 of the Highway 212 improvement. I would like to see this unit extend construction through the Fred Meyer signalized intersection if the dollars will stretch + Fred Erickson has reviewed the Unit 1 breakpoint and costs for the Oregon City Bypass. Bill Cole is working on Unit 1 of the Highway 212 project, to determine the cost of extending east to the area of the Fred Meyer signal.

The recommended units with updated construction costs for the Oregon City Bypass are as follows:

Unit I	-	$7,200,000	Grade, pave and structures

Park Place - Newell Creek
Grade north 1/3 of project, from Station 70 to approximately 144. Install drainage, construct Holcomb Blvd. and Redland Road structures, pave Holcomb Blvd. and Redland roads.

Unit II	-	$6,100,000	Grade and Paving

Newell Cr. - Clackamas Community College
Grade approximately middle 1/3 of project from Station 144 to 238+00. Grade and pave Beaver Creek Road and Maple Lane/Thayer Road connections. Construct temporary connection to Molalla Avenue 265 to 283 in the vicinity of Clackamas Community College.

Unit III	-	$5,500,000	Grade, Pave, Sign, Signal, and Illumination

Park Place - Clackamas Community College
Remove Surcharge. Complete grading. Pave entire project. Install signing and signalization to complete the project for traffic.

RECEIVED
AUG 2 1981
ROAD DESIGN
SECTION

2 Versteeg ✓
1 [illegible] d
3 [illegible] [illegible]
Sullivan
[illegible]

Memo to Lyle Watson
From J. D. McClure
Subject: Park Place-Clackamas C. C.
(Oregon City Bypass)
East Portland Freeway
Rock Creek Junction (Hwy. 212)
Clackamas County
August 19, 1981
Page 2

The estimated cost used for the Oregon City Bypass are based on the preliminary design and adjusted costs to August 1981. The Highway 212 Improvement Project can be staged at several locations between 106th and 152nd avenues. Based on the approximate $2 million for construction in this fiscal year, it appears a logical termini for the first phase of construction would be in the vicinity of the Fred Meyer signalized intersection, with the units as follows:

Unit 1 - $2,000,000± Grade, Pave, Structure and Signals

East Portland Freeway
Approximately 122nd Avenue

Unit 2 - $4,000,000 Grade, Pave, Structure and Signals

122nd Avenue
Rock Creek Junction

Please advise me of the easterly limits for the Highway 212 project based on the reduced funding targeted for the first unit of this project. The attached letter by Leon Brock is no longer correct for the Unit 1 limits on Highway 212.

po

cc: Winston Kurth
Bill Parrish
Don Adams
Ted Spence
Ken Rolfe
Fred Erickson
Bill Cole
Leon Brock

Attachment

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8243
Date: July 31, 1981

TO: JIM McCLURE
Project Development Engineer

File No: 103-1963
103-1964

FROM: LEON BROCK Leon G. Brock
Project Coordinator

SUBJECT: Park Place Interchange - Clackamas Community College
East Portland Freeway - Rock Creek Junction
Identification of Construction Units

I have reviewed the various staging options for the Oregon City Bypass with Fred Erickson. The recommended units with updated construction costs are as follows:

Unit 1 - $7,200,000 - Grade-pave Str.
Park Place Int. - Newell Creek
Grade sta 70 to ± 144, install drainage, construct Holcomb Blvd. and Redland Rd. structures, and pave Holcomb Blvd. and Redland Rd.

Unit 2 $6,100,000 - Grade-pave
Newell Cr. - Clackamas C. C.
Grade sta 144 to 283, grade and pave Beaver~~x~~ Creek Rd., Maple Ln. and Thayer Rd., pave sta 265 to 283, construct temporary connection to Molalla Ave. and Clackamas C. C.

Unit 3 $5,500,000 - Grade-pave - Sn - Sigs - Illum.
Park Place Int. - Clackamas C. C.
Remove surcharge, complete grading, surface and pave entire project. The Unit 1 estimate of $7,100,000 is being left at the current $7,200,000 on the PMS run. These estimates are based on Salem's preliminary design work and August 1981 cost figures.

The Highway 212 Improvement project can be segmented at several locations (106th, 122nd, 130th, 152nd). The cost figures currently showing in the PMS run reflect the following:

Unit 1 $2,800,000 G-P-Str-Sigs.
East Portland Freeway - 130th Ave.

Unit 2 $3,300,000 G-P-Str-Sigs.
130th Ave. - Rock Cr. Jct.

Est costs yr. old worked up by Fleming & Brock

po
cc: D. R. Adams
T. A. Spence
Robin Brooks
Ken Rolfe
Fred Erickson

CC Adams
Bill Cole

9593

.11-81

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-78(1)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Clackamas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71112

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 8/10/81

8. FEDERAL ROUTE NUMBER Primary 78

9. STATE ROUTE NUMBER Secondary 160

10. GENERAL LOCATION:
Park Place - Clackamas Community College

11. GENERAL DESCRIPTION OF WORK
Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Program change

13. REMARKS

As requested in Mr. Swan's letter of 8/5/81 I approve the revised Preliminary Engineering Costs to a TEC of $1,035,100 Federal Funds $886,557.

(Increase TEC $185,100 Federal Funds $157,335)

RECEIVED
STATE HWY ENGR
AUG 12 '81
REFER TO Moehring
FOR

Info	Inves	R/D	O/R	Sign	Act	File

8/12

14. DATE 8/10/81

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

August 6, 1981

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan
Operation Programming Engineer

SUBJECT: Program Change
Item No. 00049
Project No. IX-0000(20)
NW Kittridge St.-Stadium Freeway (Portland) Sec.
Multnomah County

I request approval of a program change releasing $297,372 of Federal funds from the subject project in order to finance PE overruns on the following:

Project No.	Section	Fed. Funds	Code
IX-74(2)	I-205 Interchge.-Boring Rd.	$ 95,200	823
IX-78(1)	Park Place-Clackamas C.C.	$157,335	823
IX-M-9565(5)	Oswego (Sucker) Cr. Br.	$ 44,837	823

Enclosed is "Revised Project Agreement Estimate" and "Modified Federal-Aid Project Agreement" for the subject project.

JLG:bkc
Enc.

cc: R.N. Bothman (Metro)
Judy Smith (Metro)
Jon Rose (Metro)
Ed Hardt (Region 1)
Gary Zehner
General Files

Form 734-3122

9572

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

August 5, 1981

TO:	Dale E. Wilken Division Administrator Federal Highway Administration
	Original Signed By **D. E. Swan**
FROM:	D.E. Swan Operation Programming Engineer
SUBJECT:	Program Change Item No. 71112 Project No. IX-78(1) Park Place - Clack. Community College Sec. Clackamas County

I request approval of a minor program change to adjust the estimated preliminary engineering costs to reflect more accurately the scope of work, based on the attached justification letter from Mr. Terpin dated July 28, 1981.

Approval of this request will involve an increase of $185,100 in total cost and Federal obligation of $157,335 in Interstate Substitution General Funds with revised financing as follows:

	TEC	FF	%
Present	$1,035,100	$886,557	---
Previous	850,000	729,222	85.8
Difference	$ 185,100	$157,335	85.0

Funding of this increase is from 823 appropriation monies released from Project No. IX-0000(20).

RHZ:bkc
Attachment

cc:	R.N. Bothman	(Metro)
	F.E. Terpin	
	Judy Smith	(Metro)
	General Files	
	Jon Rose	(Metro)
	E.L. Hardt	(Region 1)
	Gary Zehner	w/att.

1572

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CLACKAMAS

PATRICK L. LILLY and JUDY A. LILLY, husband and wife, Plaintiffs,	No. 82-4-257
v.	MOTION FOR SUMMARY JUDGMENT
RICHARD SHRAKE and STATE OF OREGON, Dept. of Transportation, Defendants.	(Oral Argument Requested)

Comes now defendant State of Oregon, Department of Transportation, and moves the court for summary judgment pursuant to ORCP 47A on the grounds and for the reason that there are no genuine issues as to any material fact and that defendant State of Oregon, Department of Transportation, is entitled to a judgment as a matter of law.

This motion is based upon ORCP 47B. (Or A) something about Exhibits and marked A and attached hereto and incorporated by reference herein.

Respectfully submitted,

DAVE FROHNMAYER
Attorney General

ROBERT A. PETERSEN
Assistant Attorney General
Of Attorneys for Defendant
State of Oregon

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CLACKAMAS

PATRICK L. LILLY and JUDY A. LILLY, husband and wife,

Plaintiffs,

v.

RICHARD SHRAKE and STATE OF OREGON, Dept. of Transportation,

Defendants.

No. 82-4-257

MEMORANDUM OF LAW

Plaintiffs' Amended Complaint recites general allegations against both defendants Shrake and the State of Oregon which in essence claims property through adverse possession. Based upon the allegations in plaintiffs' complaint, defendant State of Oregon is entitled to a judgemnt as a matter of law for the reason that a private citizen cannot claim property from the state through adverse possession.

FACTS

It may be helpful to the court to have some factual background relating to the alleged claim of the plaintiffs. Plaintiffs Lilly and defendant Shrake own adjoining property that abuts S. Molalla Avenue in Clackamas County. The Oregon State ~~Highway Commission~~ Department of Transportation instituted proceedings to purchase right of way from defendant and plaintiffs for the purposes of widening Molalla Avenue. After negotiations in which both parties were represented by attorneys (see the Affidavit of Robert A. Petersen, Exhibit ___), both plaintiffs and defendant Shrake agreed to a price as just compensation for the proposed right of way. Each of the parties executed deeds transferring the property to the Oregon State Department of Transportation. (See Exhibits ______). At the time of the transfer of the property, defendant Shrake executed a deed warranting his title to the property that had been transferred. At approximately the same time, plaintiffs Lilly executed the same type of warranty deed. ~~There is nothing in the record to indicate that the Oregon State Highway Department was put on any type of notice that Shrake and Lillys have any type of fence line dispute. (See the Affidavit of ________, attached hereto as Exhibit _)~~

It is the contention of the state that his case should be dismissed as to the State of Oregon.

LAW

Since 1903, the law of the State of Oregon has followed the common law to the effect that a private citizen cannot acquire public property through adverse possession. 3 Am Jur 2d, § 205, as well as State Land Bd. v. Lee, 84 Or 431 (1917), and Corvallis Sand and Gravel v. State Land Bd., 250 Or 319 (1968). Plaintiffs' complaint alleges that title to property in which the State of Oregon claims an interest has been acquired by adverse possession. Since a private citizen cannot dispossess the state through adverse possession, defendant State of Oregon is entitled to judgment as a matter of law.

Respectfully submitted,

DAVE FROHNMAYER
Attorney General

ROBERT A. PETERSEN
Assistant Attorney General
Of Attorneys for Defendant
State of Oregon

1859

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-7576
Date: April 2, 1981

File No: 103-1964

TO: ADRIAN OLSON
Preliminary Design Engineer

FROM: JIM McCLURE
Project Development Engineer

SUBJECT: Right-of-Way File No. 51459
Maple Lane Baptist Church
Park Place - Clackamas Community College Section
Cascade Highway South
Clackamas County

The request to allow access from the subject property to Beavercreek Road has been reviewed and discussed with Winston Kurth of Clackamas County. A new access point is approved at Sta. B 29+00 near the easterly end of the church property. Attached is a letter from Winston Kurth concurring in this recommendation.

Access control along the north side of Beaver Creek Road should end at Sta. B 28+75, thus allowing the new access point at Sta. B 29+00.

Please proceed with the necessary revisions to the project right-of-way map and construction plans.

po

cc: Winston Kurth
Donald Adams
Ken Rolfe
Fred Erickson
Curt Duval
Leon Brock

Attachment

REFERRED TO
Board Staudenmeyer
Cole Mann
✓ Eriksen F.E. Watson
Hager Dorn Leu
[✓ Return] Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER

Verstoeg
Anderson
3 Christensen NEM
1 Olson
Sullivan
Terpin
Trout
2 Wekerlig

RECEIVED
APR 06 1981
ROAD DESIGN SECTION

Do Not File ☐
Return To
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Action

DEPARTMENT OF ENVIRONMENTAL SERVICES
COUNTY OF CLACKAMAS
STATE OF OREGON

902 ABERNETHY ROAD
OREGON CITY, OREGON 97045
(503) 655-8521

JOHN C. McINTYRE
Director

WINSTON W. KURTH
Assistant Director
DON D. BROADSWORD
Operations Director
DAVID J. ABRAHAM
Utilities Director
DAVID R. SEIGNEUR
Planning Director
RICHARD L. DOPP
Development Services Administrator

March 30, 1981

Jim McClure
Metropolitan Department of Transportation
5821 N.E. Glisan Street
Portland, Oregon 97213

Dear Mr. McClure:

Clackamas County will allow access to the Beavercreek Highway to the Maple Lane Baptist Church at approximately Engineers Station B 29+00. This location will not infringe on the intersection with the Oregon City Bypass and the plans also provide for the width for a left turn movement into the church access.

The conditions of access will be determined at the time of obtaining a permit and will require adequate drainage and safe connecting to the reconstructed Beavercreek Road.

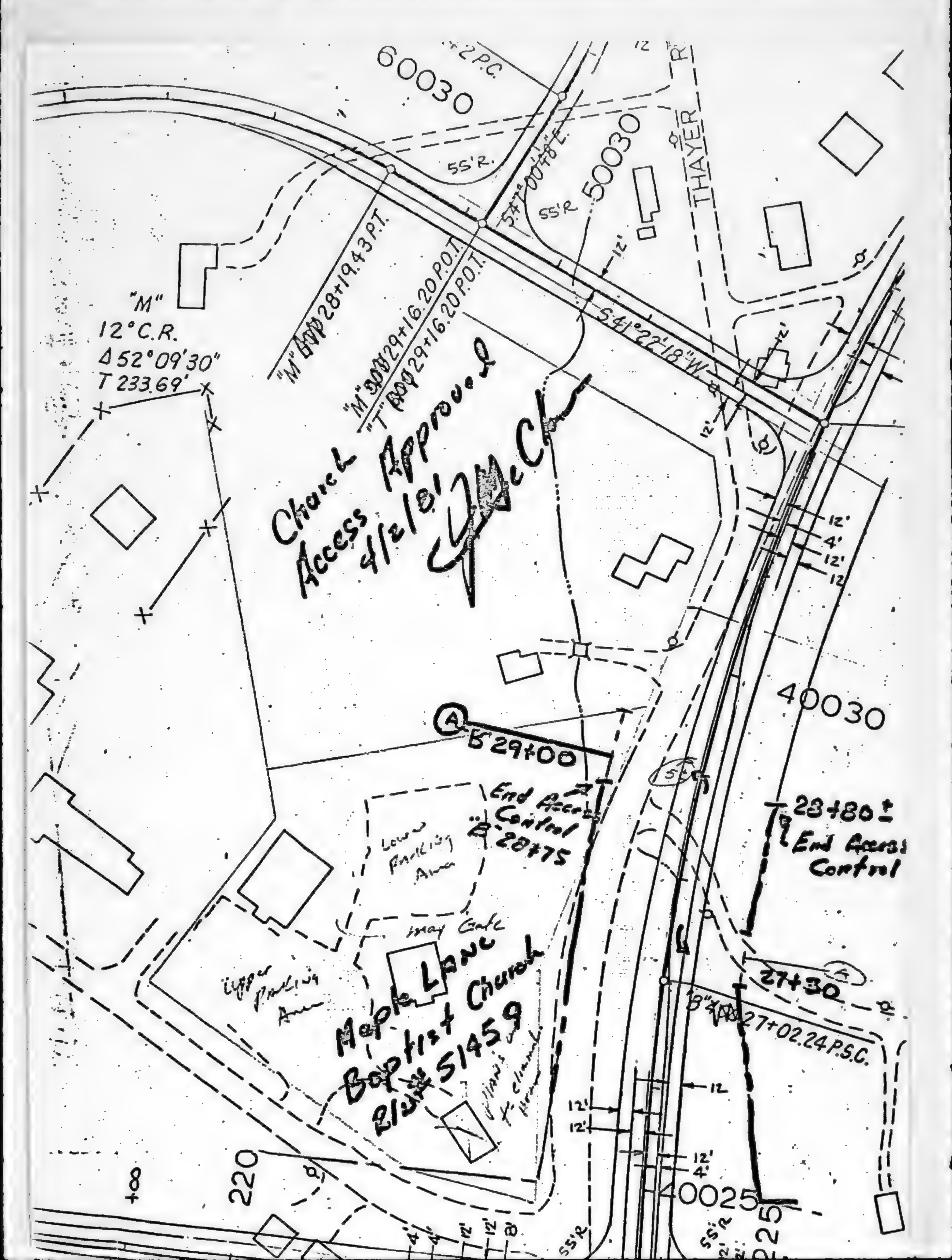
Sincerely,

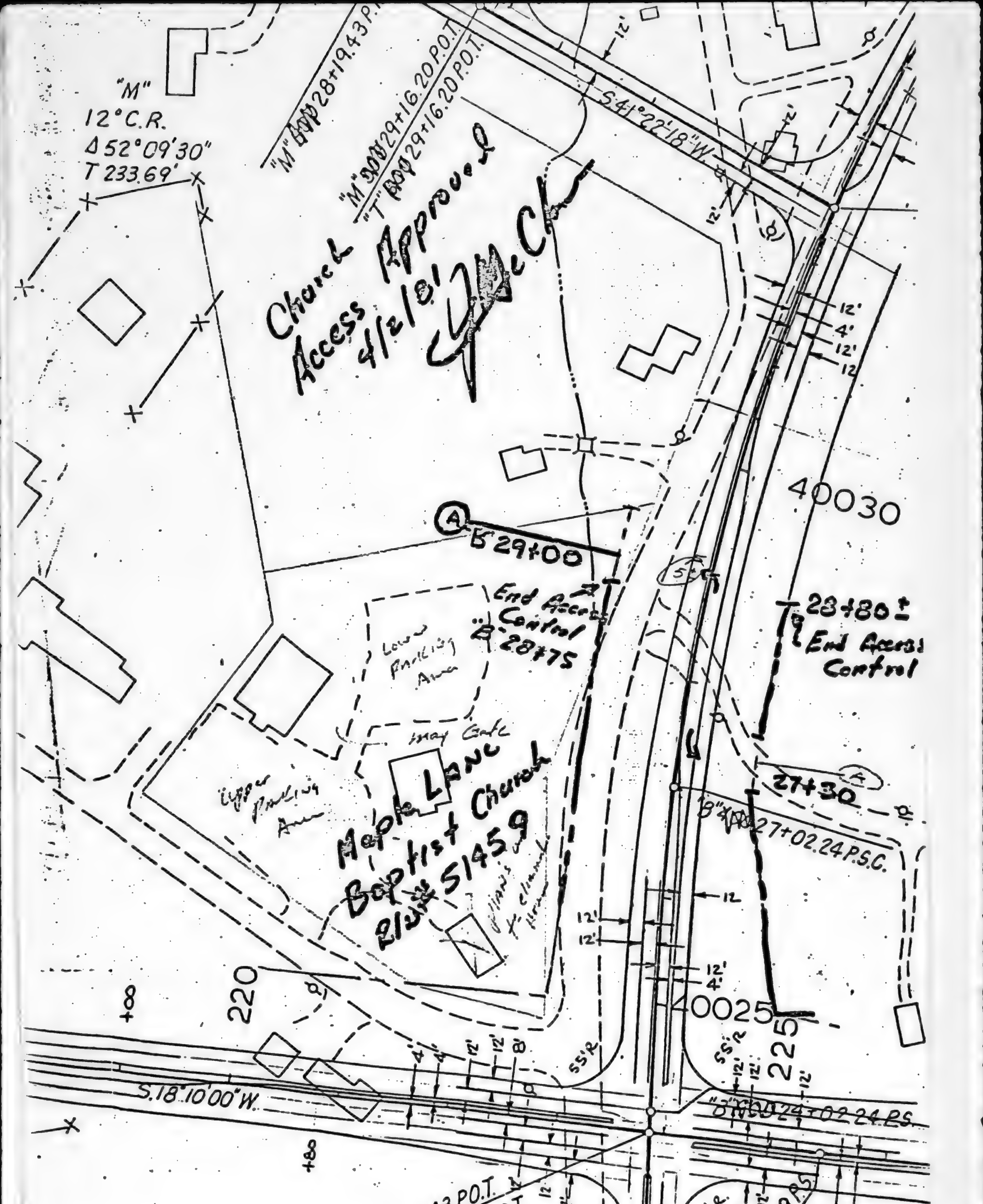
Winston W Kurth

Winston W. Kurth
Deputy Director

WWK:tlo

MA PDM PDE FFM SPC
ODOT-METRO
MAR 31 1981
BM PAR PPC FILE T/A

60030
+2 P.C.
12
55'R.
55'R
S 47°00'48" E
50030
THAYER
R
12'
"M"
12° C.R.
Δ 52°09'30"
T 233.69'
"M" 28+19.43 P.T.
"M" 29+16.20 P.O.T.
"T" 29+16.20 P.O.T.
S 41°22'18" W
12'
12'
4'
12'
12
Church Approved Access 4/2/81
40030
Ⓐ
B 29+00
End Access Control
B 28+75
Lower Parking Area
may Gate
Upper Parking Area
Maple Lane Baptist Church
2/3 # 51459
28+80±
End Access Control
27+30
Ⓐ
"B" 27+02.24 P.S.C.
12
12'
12'
12'
4'
40025
225
55'R
55'R
220
4'
4'
12'
12'
8'


"M"
12° C.R.
Δ 52°09'30"
T 233.69'
"M" ~~BOP~~ 28+19.43 P.
"M" ~~BOP~~ 29+16.20 P.O.T.
"T" ~~BOP~~ 29+16.20 P.O.T.
S.41°22'18"W.
12'
Church Access Approved
4/2/81
A
"B" 29+00
End Access Control
"B" 28+75
Lower Parking Area
Upper Parking Area
Maple Lane Baptist Church
51459
40030
28+80±
End Access Control
27+30
A
"B" ~~POC~~ 27+02.24 P.S.C.
12'
4'
12
40025
220
225
+80
+80
55'R
8'
S.18°10'00"W.
"B" ~~POC~~ 24+02.24 P.S.
223+83.43 P.O.T.
223+82.97 P.O.T.
25+39.79 P.S.

1572

160

ROAD DESIGN SECTION

DES 16-1

J. D. McClure
Project Development Engineer

March 10, 1981

a Olson
A. D. Olson
Preliminary Design Engineer

Park Place-Clackamas Community College Section
Cascade Highway South
Clackamas County

In the course of negotiating for right-of-way from the Maple Lane Baptist Church, File 51459, the question of having an access to Beaver Creek Road near their easterly property line was raised. This property lies in the northeast corner of the intersection of the highway and Beaver Creek Road and does not presently have an access to Beaver Creek Road.

Our current right-of-way map shows the access control line the full length of the church property adjacent to Beaver Creek Road. Directly across Beaver Creek Road the access control line ends some 50 feet shorter. The location plan shows Maple Lane would end in a cul-de-sac approximately where the church access is located.

The church's concern is that if they cannot have an access to Beaver Creek Road, they will have a considerable amount of out-of-direction travel. (It scales about 2,900 feet, or 0.55 mile.)

The attached copies of the plan and right-of-way map show the left-turn channelization on Beaver Creek Road and right-of-way information.

Please have this matter reviewed and, if appropriate, discuss it with representatives of Clackamas County.

ADO:ja

Attachments

cc Ken Rolfe
Fred Eriksen

1 Versteeg ✓
Anderson
Christensen
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
MAR 10 1981
ROAD DESIGN SECTION

Do Not File ☐
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KNOW ALL MEN BY THESE PRESENTS, That the undersigned hereby certifies and declares that that certain construction lien dated January 26 *, 19* 81 *, in which* Warren G. & Eva M. Shrake, Richard C. & Nancy K. Shrake *is named as the owner or reputed owner of the real property therein described and* Andrew J. Paris, Jr. *as the claimant, recorded on* January 26 *, 19* 81 *, in the Construction Lien Book of* Clackamas *County, Oregon, in book/reel/volume No.* .... *on page* .... *or as document/fee/file/instrument/microfilm No* 81 2779 *(indicate which) of said record, claiming a lien upon the following described real property, to-wit:*

Part of the ROBERT CAUFIELD D.L.C. No.53, T. 3 S., R. 2 E., of the W.M. more particularly described as: BEGINNING at the most southerly corner of the SAMUEL N. VANCE D.L.C. No. 51; thence N. 17° 12' E. on the westerly line of said CAUFIELD Claim, 342.54 feet to the N.W. corner of a tract conveyed to Benhardt Lien by Deed recorded June 29, 1912 in Book 128, page 603, Deed Records, and the true place of beginning of the tract to be described; thence continuing on said claim line, N. 17° 12' E. 384.78 feet; thence N. 76° E. 2197.8 feet to the center of the Oregon City-Molalla Road; thence S. 29° 30' E. on the center of said road, 336.6 feet to the N.E. corner of the aforesaid Benhardt Lien tract; thence S. 74° 30' W. on the northerly line of said Benhardt (continued on reverse side)

has been fully paid and satisfied and hereby is discharged.

In construing this instrument and whenever the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand on June 18 *, 19* 81 *; if the undersigned is a corporation, it has caused its name to be signed and seal affixed by its officers, duly authorized thereunto by order of its board of directors.*

Andrew J Paris Jr.

(If the claimant who signs above is a corporation, use the form of acknowledgement opposite.)

(ORS 93 490)

STATE OF OREGON,
County of Clackamas } ss.

June 18 *, 19* 81 .

Personally appeared the above named Andrew J. Paris, Jr.

and acknowledged the foregoing instrument to be his *voluntary act and deed.*

Before me: Amy E Keith

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires:

STATE OF OREGON, County of ....) ss.

............, 19 .

Personally appeared .... *and* .... *who, being duly sworn, each for himself and not one for the other, did say that the former is the* .... *president and that the latter is the* .... *secretary of* .... *, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.*

Notary Public for Oregon
My commission expires

(OFFICIAL SEAL)

SATISFACTION OF
CONSTRUCTION LIEN

Andrew J. Paris, Jr.

Claimant,

vs.

Warren G. & Eva M. Shrake
Richard C. & Nancy K. Shrake

Owner or Reputed Owner.

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of .... } ss.

I certify that the within instrument was filed in my office on the .... *day of* ...., *19*...., *at* ...... *o'clock* ... *M., and recorded in book/reel/volume No.* ...... *on page* .... *or as document/fee/file/instrument/microfilm No.* ...... *of the Construction Lien Book of said county.*

Witness my hand and seal of County affixed.

....
Recording Officer

By .... *Deputy*

Lien tract, 2484.9 feet to the said true place of beginning, SUBJECT to the rights of the public in that portion within the boundaries of the Oregon City-Molalla Road in the County of Clackamas and State of Oregon.

9542

B

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to File No.:
PRO 6

January 22, 1981

TO: G. L. Green, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Operation Programming Engineer

SUBJECT: Project No. IX-78(3)
Park Place-Clackamas Community College Sec.
Clackamas County

I hereby request your authorization to proceed with last resort housing on file 51428 as indicated in the enclosed copy of V. Wilson's memo of January 2, 1981 with attachments.

This request is to correct an error in my letter of January 6, 1981 which listed the project No. as IX-24(23) and your memo of authorization dated January 14, 1981 whereas the parcel is on project IX-78(3).

Authorization to proceed as requested will not involve an increase in total cost or federal funds on the project.

CL:bke
Enc.

cc: V. Wilson
F. Lowe
General Files

Form 734-3122

OF PERSONAL INTERVIF

☐ Non-White

egal Owner ☐ Contract Purchaser ☐ Other________ File No. 51484

Liaison ☒ Appraisal ☐ Property Mgmt. Last Name Shrake

Acquisition ☐ Relocation ☐ Other________ Section Park Place- C.C.C.

Name Richard Shrake Address (res) 14512 S. Kelmsley Dr., Oregon City, OR
(bus) 19713 S. Molalla Ave., Oregon City, OR

Documents Delivered: Area of Taking .12 ac. Amount Approved $

☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

	Date	Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Brochures, A &XR	1/14/81						
Letter, O-Benefit		1st					
Option		2nd					
		3rd					
R Claim Forms		4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
1/14/81	Mr. Shrake / Drabinski / Mier I met Mr. Shrake at the subject property, which is his place of business. He was familiar with the project, and the new R/W had been staked so he knew about the area of the taking and was also informed on the access control. He inquired about how the property is appraised. I told him based on sales of comparable pieces of land. He was familiar with two sales near his parcel and explained to me why he thought these were inferior to his site. He also wondered about relocating landscaping. I said I would include the landscaping in the appraisal and he could talk to the acquisition agent about purchasing the landscaping back at salvage. He mentioned he had the landscaping planted in 1966. I left my card, a copy of the right of way map, and an acquisition brochure with him.

By____________________
Right of Way Agent

FORM 81-734-3708 Use reverse side (tumblehead)

11. I HAVE ALSO MADE THE FOLLOWING ASSUMPTIONS:

(bus) 19713 S. Molalla Ave., Oregon City, OR

Documents Delivered:

Area of Taking .12 ac.

Amount Approved $

☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☐ Unimproved

	Date
Brochures, A ~~XXX~~	1/14/81
Letter, O-Benefit	
Option	
R Claim Forms	

Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
1st					
2nd					
3rd					
4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
1/14/81	Mr. Shrake / Drabinski / Mier I met Mr. Shrake at the subject property, which is his place of business. He was familiar with the project, and the new R/W had been staked so he knew about the area of the taking and was also informed on the access control. He inquired about how the property is appraised. I told him based on sales of comparable pieces of land. He was familiar with two sales near his parcel and explained to me why he thought these were inferior to his site. He also wondered about relocating landscaping. I said I would include the landscaping in the appraisal and he could talk to the acquisition agent about purchasing the landscaping back at salvage. He mentioned he had the landscaping planted in 1966. I left my card, a copy of the right of way map, and an acquisition brochure with him.

By ____________
Right of Way Agent

FORM 81-734-3708 Use reverse side (tumblehead)

---

11. I HAVE ALSO MADE THE FOLLOWING ASSUMPTIONS:

SUBJECT PROPERTY HAS SOLD WITHIN THE LAST 5 YEARS. YES ☐ NO ☐ [illegible]
ON COMPARABLE SALE SHEET NO.______ WHICH INCLUDES AN [illegible]
MARKET VALUE.

APPRAISAL REPORT

OREGON STATE HIGHWAY DIVISION

LOCATION OF PROPERTY 19713 S. Molalla Ave., Oregon City, OR
LEGAL OWNER'S ADDRESS 14512 S. Kelmsley Dr., Oregon City, OR
PHONE NO.
CONTRACT BUYER None
ADDRESS
PHONE NO.

FILE NO.: 51484
NAME: Shrake
SECTION: Park Place-Clack.Comm.
HIGHWAY: Cascade Colleg
COUNTY: Clackamas
ENG. STA.: 263+70 - 267+15
DESCRIPTION DATED: 9/19/80
FED. PROJ. NO.: IX-78(3)

1. TENANT
RENT $ LEASE: YES ☐ NO ☐ IF RECORDED, TITLE BOOK PAGE
IF MULTIPLE LEASES (OTHER THAN APARTMENTS) LIST LESSEES:

2. PARTIAL TAKING ☒ ENTIRE TAKING ☐ AREA OF ENTIRE PROPERTY 17.50± ac.
AREA IN FEE SIMPLE TAKING 0.12± ac.
AREA IN PERMANENT EASEMENT(S) None
AREA IN TEMPORARY EASEMENT(S) None

3. ACCESS BEFORE TAKING:
Cascade Highway.

4. REMAINDER PROPERTY HAS ACCESS TO HIGHWAY SYSTEM AS FOLLOWS: Controlled to location, Eng. Sta. L 265+40
LANDLOCKED ☐ TO BE RESTRICTED TO FRONTAGE ROAD IF ONE IS LATER CONSTRUCTED ☐

5. URBAN ☐ RURAL ☒ PRESENT USE horse stables & arena LEGAL ZONE CODE FU-10
USE PERMITTED AS ZONED future urban, 10 ac. minimum lot size

6. HIGHEST AND BEST USE: ENTIRE PROPERTY Residential
REMAINDER PROPERTY Residential

7. PUBLIC SEWER ☐ SEPTIC TANK ☐ OTHER SEWAGE DISPOSAL FACILITY
PUBLIC WATER SUPPLY ☒ WELL ☒ OTHER WATER SUPPLY
CURBS ☐ PUBLIC SIDEWALKS ☐ PAVED STREET 40 FT. WIDE. GRAVEL STREET FT. WIDE.

8. SUMMARY OF VALUATION: N/A Taking & Damages Only
ENTIRE PROPERTY $ REMAINDER PROPERTY $

TAKING:	
LAND	$ 1,800
IMPROVEMENTS	3,475
COSTS TO CURE	1,725
JUST COMPENSATION	$ 7,000

VALUATION REPORTS BY OTHERS:	
FIXTURES	$
EQUIPMENT	$
MACHINERY	$
TIMBER	$
NURSERY STOCK	$
* ADVERTISING SIGNS	$ 1425 00
COST STUDIES	$
OTHER	$

9. PRELIMINARY TITLE REPORT FURNISHED AND EXAMINED: YES ☒ NO ☐ CHECKED AT TITLE CO. ☐
I HAVE GIVEN CONSIDERATION TO ANY EXCEPTIONS OR LIMITING CONDITIONS THEREIN THAT AFFECT THE VALUE OF SUBJECT PROPERTY.

10. VALUATIONS MADE BY OTHERS AS SHOWN IN LINE 8 ARE INCLUDED AS A PART OF THE TOTAL DATA CONSIDERED IN ARRIVING AT MY FINAL CONCLUSIONS OF VALUES.

11. I HAVE ALSO MADE THE FOLLOWING ASSUMPTIONS:

ADDRESS ______ ENG. STA. 263+70 - 267+15
______ PHONE NO. ______ DESCRIPTION DATED: 9/19/80
FED. PROJ. NO.: IX-78(3)

1. TENANT ______
RENT $ ______ LEASE: YES ☐ NO ☐ IF RECORDED, TITLE ______ BOOK ______ PAGE ______
IF MULTIPLE LEASES (OTHER THAN APARTMENTS) LIST LESSEES:

2. PARTIAL TAKING ☒ ENTIRE TAKING ☐ AREA OF ENTIRE PROPERTY 17.50± ac.
AREA IN FEE SIMPLE TAKING 0.12± ac.
AREA IN PERMANENT EASEMENT(S) None
AREA IN TEMPORARY EASEMENT(S) None

3. ACCESS BEFORE TAKING: Cascade Highway.

4. REMAINDER PROPERTY HAS ACCESS TO HIGHWAY SYSTEM AS FOLLOWS: Controlled to location, Eng. Sta. L 265+40

LANDLOCKED ☐ TO BE RESTRICTED TO FRONTAGE ROAD IF ONE IS LATER CONSTRUCTED ☐

5. URBAN ☐ RURAL ☒ PRESENT USE horse stables & arena LEGAL ZONE CODE FU-10
USE PERMITTED AS ZONED future urban, 10 ac. minimum lot size

6. HIGHEST AND BEST USE: ENTIRE PROPERTY Residential
REMAINDER PROPERTY Residential

7. PUBLIC SEWER ☐ SEPTIC TANK ☐ OTHER SEWAGE DISPOSAL FACILITY ______
PUBLIC WATER SUPPLY ☒ WELL ☒ OTHER WATER SUPPLY ______
CURBS ☐ PUBLIC SIDEWALKS ☐ PAVED STREET 40 FT. WIDE. GRAVEL STREET ______ FT. WIDE.

8. SUMMARY OF VALUATION: N/A Taking & Damages Only
ENTIRE PROPERTY $ ______ REMAINDER PROPERTY $ ______

TAKING:	
LAND	$ 1,800
IMPROVEMENTS	3,475
COSTS TO CURE	1,725
JUST COMPENSATION	$ 7,000

VALUATION REPORTS BY OTHERS:	
FIXTURES	$
EQUIPMENT	$
MACHINERY	$
TIMBER	$
NURSERY STOCK	$
* ADVERTISING SIGNS	$ 1425 00
COST STUDIES	$
OTHER	$

9. PRELIMINARY TITLE REPORT FURNISHED AND EXAMINED: YES ☒ NO ☐ CHECKED AT TITLE CO. ☐
I HAVE GIVEN CONSIDERATION TO ANY EXCEPTIONS OR LIMITING CONDITIONS THEREIN THAT AFFECT THE VALUE OF SUBJECT PROPERTY.

10. VALUATIONS MADE BY OTHERS AS SHOWN IN LINE 8 ARE INCLUDED AS A PART OF THE TOTAL DATA CONSIDERED IN ARRIVING AT MY FINAL CONCLUSIONS OF VALUES.

11. I HAVE ALSO MADE THE FOLLOWING ASSUMPTIONS:

SUBJECT PROPERTY HAS SOLD WITHIN THE LAST 5 YEARS. YES ☒ NO ☐ IF YES, SEE DETAILS REGARDING SALE ON COMPARABLE SALE SHEET NO. ______ WHICH INCLUDES AN EXPLANATION OF WHETHER SALE IS INDICATIVE OF TODAY'S MARKET VALUE.

APPRAISER
EILEEN A. DRABINSKI

(Abbreviated general)

GENERAL REPORT

DETAILED DESCRIPTION OF THE PROPERTY BEFORE THE TAKING:

NEIGHBORHOOD

The subject is situated adjacent Highway 213 just south of the Oregon City limits. Oregon City is located in the southeast portion of the rapidly growing Portland urban area. At one time separated from other towns in the region, the city and the surrounding area have been experiencing the effects of suburbanization typical of an expanding metropolis. Development in the Oregon City locality is constrained on the west by the Willamette River bluffs, the Clackamas River on the north, and by small valleys on the east. Development pressure is therefore to the south, where few such physical limitations occur and where there is a large availability of developable land. Growth in residential construction inside Oregon City is limited by the State enforced sewer connection moratorium. After 1985, when the first stages of the upgraded sewage system are expected to be complete, there should be sufficient capacity to service areas outside the present city limits. Growth pressures therefore, are being exerted on lands in the county and especially to the southeast within the subject's neighborhood. As a result, the trend of real estate in the area is up steadily.

SITE

The subject site is situated on the west side of Hwy. 213, directly across from the Clackamas Community College campus. The 17.50± acre parcel is rectangular in shape has 340' of highway frontage, and an average depth of 2295'. The property is even with street grade, except at its extreme north and south ends, where it is 1'-3' below the level of the highway centerline. Terrain is fairly flat with the exception of a small lateral depression caused by water drainage near the center of the lot. A tiny pond is located here. The site's front half is largely cleared, while the back part is in natural Oregon ground cover, including some amount of timber.

The east end of the property is landscaped. A three board fence separates the residence from the business part of the lot. The residential section has a front yard of grass. The business are has some professional landscaping, a grass lawn, and a few small evergreen trees.

The property has two access points. A gravel driveway leading to the residence is located at Eng. Sta. 263+85. The main entrance to the parcel is at Eng. Sta. 265+40. It is paved for about 12' and graveled for the remainder.

IMPROVEMENTS

The subject, according to the Assessor's card, is improved with a residence, a detached garage converted to a cabin, a structure containing horse stalls, and an arena, a mobile home, and a general purpose building. The wood frame, 1½ story residence was built in 1910 and remodeled in the 1970's. It contains 834 s.f., has a bedroom and bath on the main level, and two bedrooms in the finished attic. It's detached 18'x 24' garage has been converted into a cabin and is accessed by way of a side door. The major building on the site built in 1970, is a 19,032 s.f. structure containing horse stalls, an arena, an office, and a lobby area. It is made of aluminum framed on posts and piers. It's metal roof is a gable style. The mobile home and 1734 s.f. general purpose building are situated north of the arena and stall structure and west of the residence.

Sewage disposal is by on-site sanitation systems. The drainfield for the residence is located immediately to it's west in the rear yard.

The residence is 69±' from the current right of way line, while the stall and arena building is set back 120'± from the line. Both improvements are in average condition.

UTILITIES

All utilities except sewer are available to the subject. Public water is provided by the Clairmont Water District which has an 8" line running along Hwy. 213. The Tri-City Service District formed in May 1980 eventually will provide public sewer to the subject's neighborhood. However, the area is not designated for service in the initial construc-

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CONTINUED ON NEXT PAGE . . .

19. GENERAL REPORT . . . Continued . . .

DESCRIPTION OF THE TAKING

The taking is comprised of a .12 acre strip running nearly the entire length of the subject's west side. It is shaped like an elongated triangle. The taking is widest at the property's south boundary, where it has a depth of 25'-26'. It tapers back into the current right of way line about 10' shy of the parcel's north property line. Access is also controlled to Eng. Sta. 265+40.

Site improvements within the taking include the following: a business sign (see sign appraisal), 16 l.f. of 4½' high three board fence, 1160 s.f. paved driveway, 622 s.f. gravel driveways, 2350 s.f. grass lawn, 5 small evergreen trees, 2 rose bushes, and 1300 s.f. professionally landscaped area.

DESCRIPTION OF THE REMAINDER

The remainder contains 17.38± acres. It is now slightly higher than the highway centerline grade, varying from 1' above at its north end to 2'-3' at its south end. Access is controlled to location Eng. Sta. 265+40. The residential driveway at the lots' north end is left inaccessible, and the house now can only be approached by parking within the business portion of the property and walking about 50' to the structures rear door. Convenient access to the dwelling's front door is blocked by a fence which separates the residential and business parts of the site.

ZONING

Clackamas County zones the subject FU-10, future urban, 10 acre minimum lot size. This designation is made "to preserve for future development at urban densities the future urbanizable areas of the county". Uses under this zoning primarily are restricted to residential, agricultural, and forestry.

Oregon City includes the area within its urban growth boundary. Annexation likely will occur sometime between 1985 and 1990. Kathy Galbreath of the City Planning Office indicates that upon annexation, the area will receive the City's lowest density residential zoning, R-10, 10,000 s.f. minimum lot size. The City's intended policy is to discourage strip commercial development along Hwy. 213, although the zoning may be updated and revised if new circumstances warrant it.

The subject's current employment as a horse boarding and training center is a non-conforming use since it exceeds the primary use of "feeding, breeding, selling, and management of livestock, etc." permitted under present zoning. The subject's conditional use, approved in 1969 (CU-36/69), is limited to "the boarding, and training of horses, and may include classes in conjunction with Clackamas Community College curriculum". No landscaping requirement was imposed on the subject property as a condition of conditional use approval.

ASSESSOR'S DATA

T3S, R2E, Section 8D, Tax Lot 500

True Cash Value:	Land:	$ 32,060	1980-81 Taxes: $2501.15
	Improvements:	$ 98,380	
		$130,440	

HIGHEST AND BEST USE

The highest and best use of the land, if unimproved, would be residential with potential for more intensive development upon annexation to Oregon City. However, due to the non-conforming site utilization, an additional value is estimated to accrue to the land. The subject's conditional use is specifically limited to boarding and training horses, a conditional use in all rural zones. Another variance approval would be necessary were the owner to alter his use of the property and improvements.

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28. SUMMARY

Sales reflect a value range for the subject, if it were strictly residential land, of $10,335 to $14,100 per acre. Sale L-23 is an industrially zoned parcel which was sold contingent on a zone variance for medical clinics. At $18,195/acre, it reflects an upper limit for the subject's value. Because of the subject's nonconforming use, its value is estimated to be greater than the range for pure residential sites and less than the value of more intensely zoned parcels. Subject is felt to lie within a range of $14,000-$18,000/acre, SAY $15,000/acre.

$15,000 @ .12 acre = $ 1,800.

Site improvements are valued based on Marshall and Swift Residential Cost Handbook, Section C, Yard Costs, Unit in Place, and Marshall and Swift Valuation Quarterly, Page E-67, verified locally.

1160 s.f. paving @ .80¢/s.f.	=	$ 928.00
622 s.f. gravel @ .40¢/s.f.	=	$ 248.80
2365 s.f. grass yard @ .25¢/s.f.	=	$ 591.25
1300 s.f. professional landscape @ $1.15/s.f.	=	$1,495.00
Evergreen trees, rose bushes	=	$ 120.00
16 l.f. 3-board fence @ $4.95/l.f.	=	$ 79.20
		$3,462.25

29. ESTIMATE OF FAIR CASH MARKET VALUE OF THE PROPERTY BY MARKET DATA $ 7000.00

ALLOCATION

LAND: Area .12 acre @ $15,000 per acre = $ 1800.00

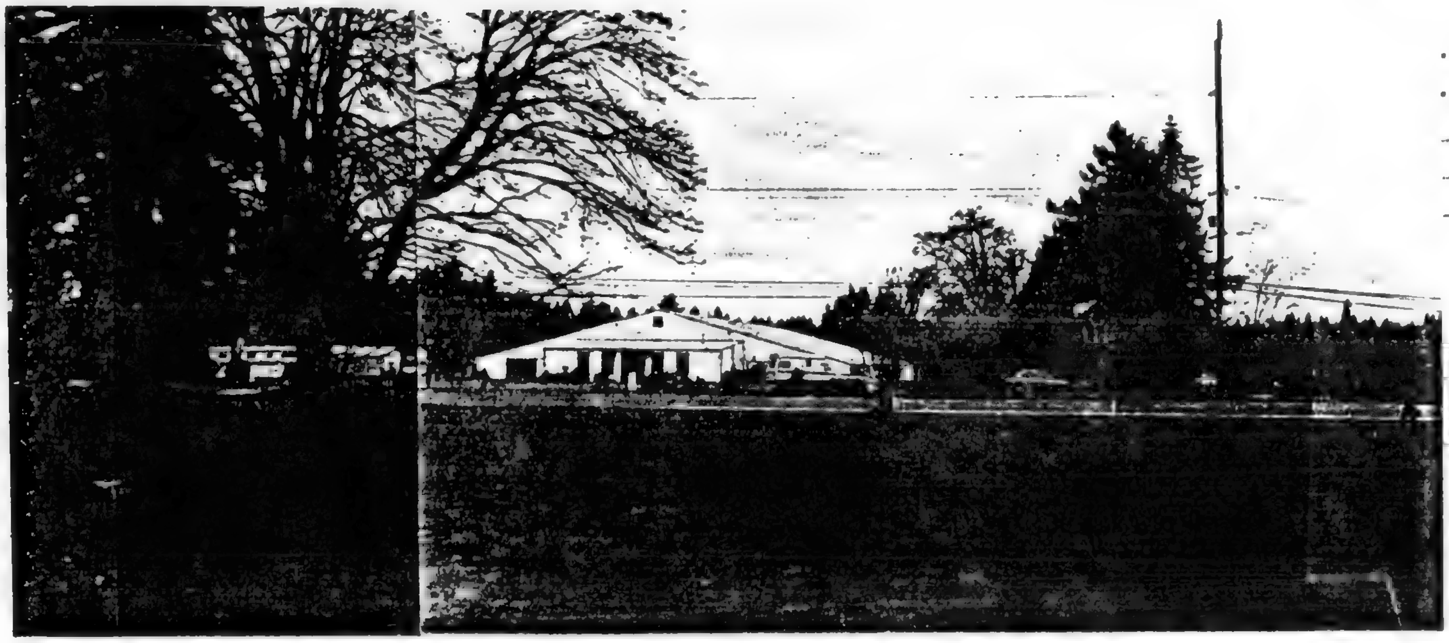
IMPROVEMENTS: Paving, gravel, fencing, grass yard, professional landscaping, & shrubbery = $ 3475.00 rd

OTHER: Cost to Cure = $ 1725.00

TOTAL = $ 7000.00

PHOTO RECORD OF SUBJECT PROPERT
OREGON STATE HIGHWAY DIVISION

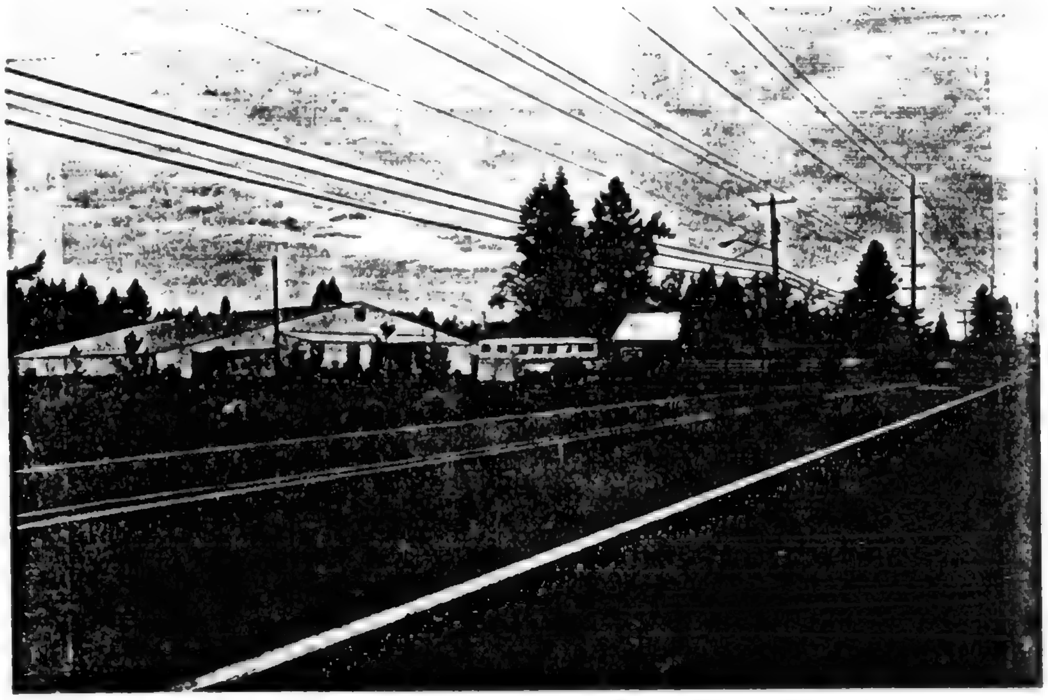
ILE No. 51484



.
.
west
Drabinski
1/19/81

#1

View of subject from college campus. Red arrows mark approximate property lines.



JECT AT ENG. STA.
EN FROM ENG. STA.
ING north
EN BY Drabinski
E TAKEN 1/19/81

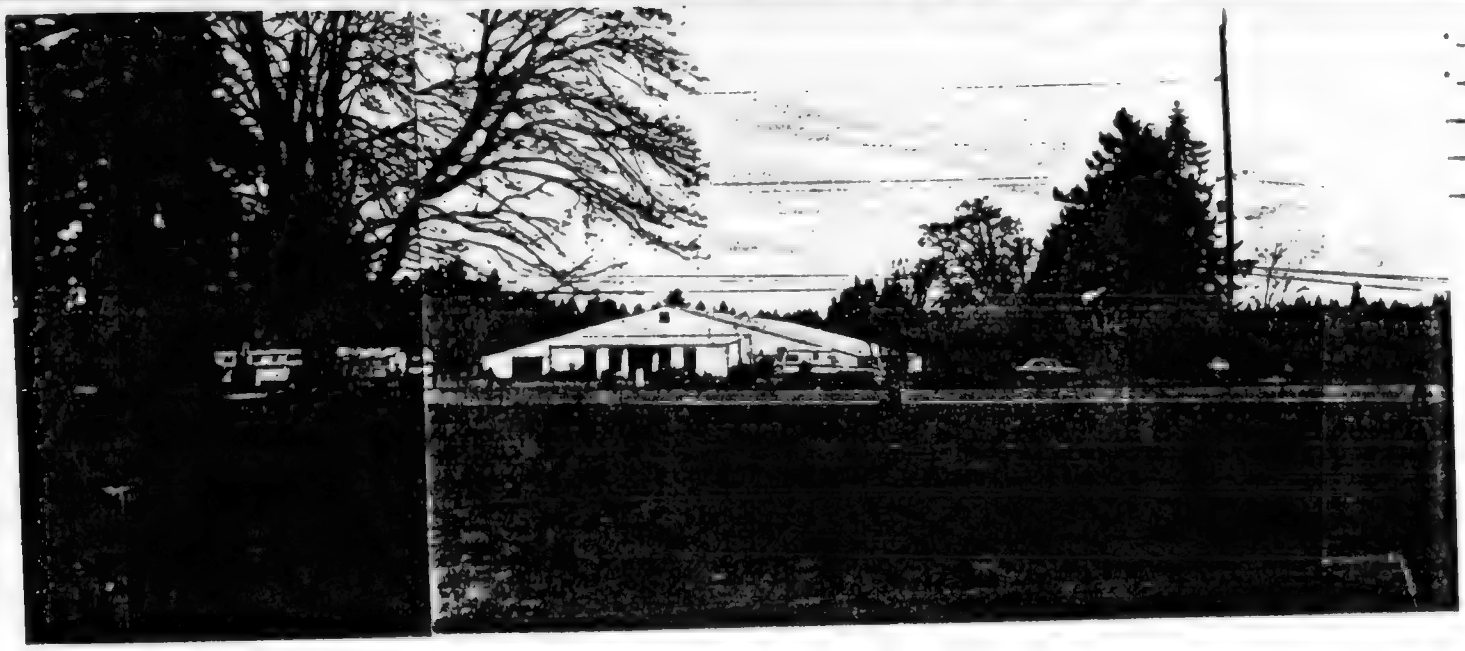
#2

Looking north at subject and Molalla Avenue (Hwy. 213)

JECT AT ENG. STA.
EN FROM ENG. STA.
ING west
EN BY Drabinski
TAKEN [illegible]

#3

Subject residence and gravel driveway. Garage converted to cabin is in rear.



.
.
west
Drabinski
1/19/81

#1

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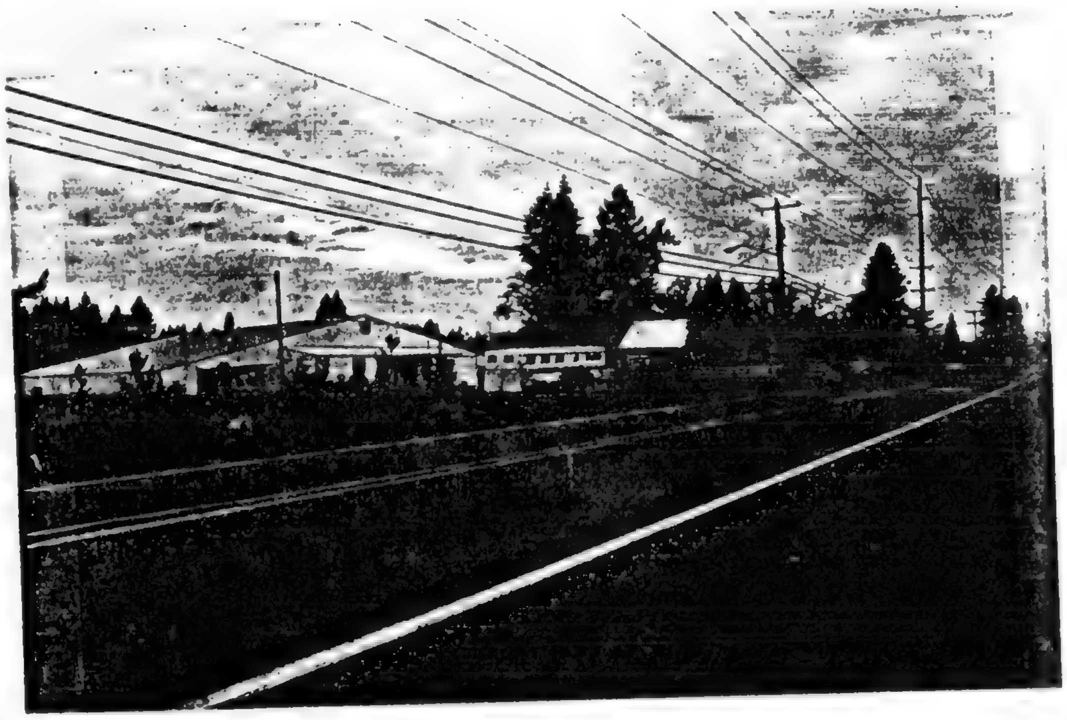


JECT AT ENG. STA.
EN FROM ENG. STA.
ING north
EN BY Drabinski
E TAKEN 1/19/81

#2

Looking north at subject and Molalla Avenue (Hwy. 213)

JECT AT ENG. STA.
EN FROM ENG. STA.
ING west
EN BY Drabinski
E TAKEN 1/14/81

#3

Subject residence and gravel driveway. Garage converted to cabin is in rear.

PHOTO RECORD OF SUBJECT PROPERTY

SUBJECT AT ENG. STA.
TAKEN FROM ENG. STA.
FACING south
TAKEN BY Drabinski
DATE TAKEN 1/19/81

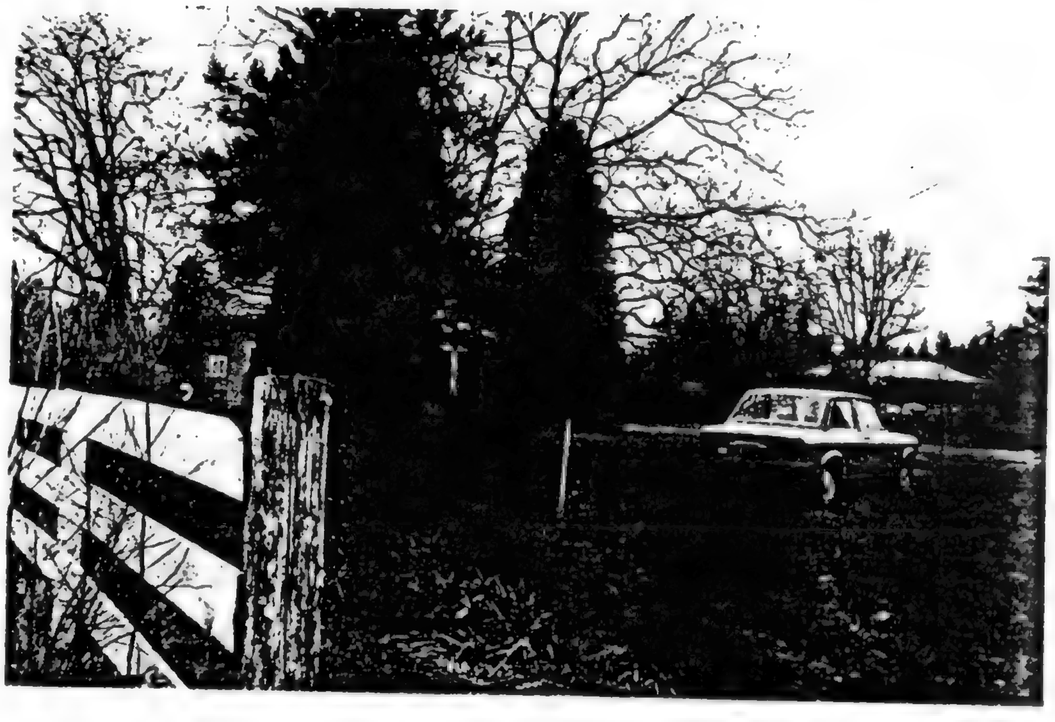
COMMENTS: #4

Front yard of residence.

SUBJECT AT ENG. STA.
TAKEN FROM ENG. STA.
FACING northwest
TAKEN BY Drabinski
DATE TAKEN 1/19/81

COMMENTS: #5

Front yard of residence. Fence separating residence from business is in foreground.



SUBJECT AT ENG. STA.
TAKEN FROM ENG. STA.
FACING north
TAKEN BY Drabinski
DATE TAKEN 1/14/81

COMMENTS: #6

Looking north from subject's south boundary line.

Subject at Eng. Sta.________
Taken from Eng. Sta.________
Facing south
Taken by Drabinski
Date Taken 1/19/81

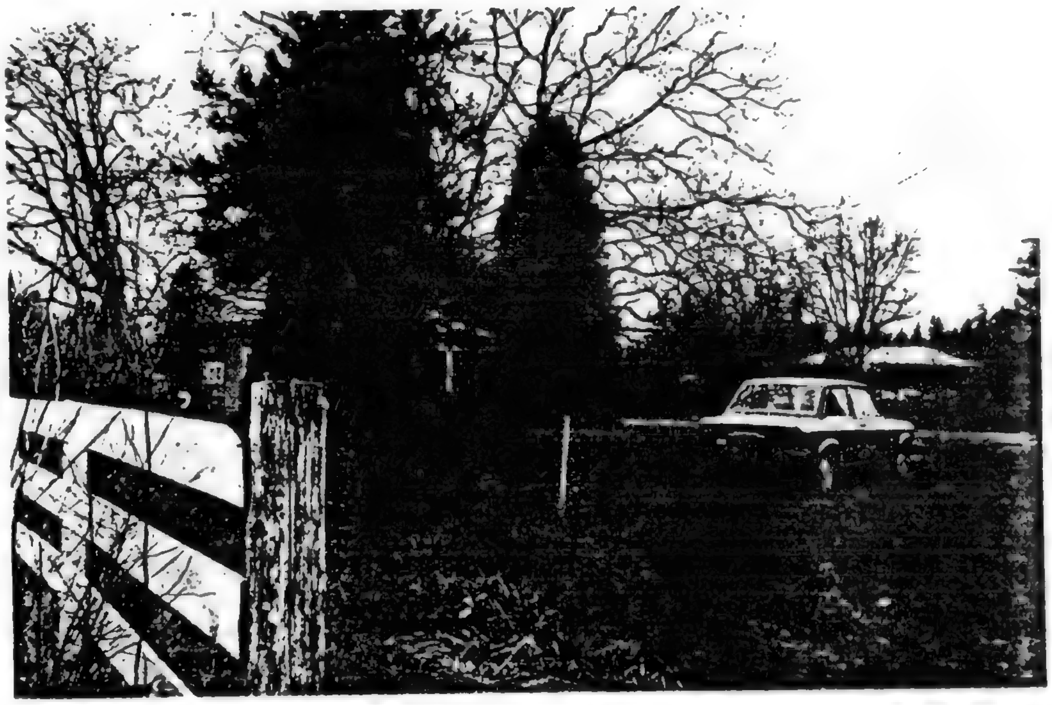
Comments: #4

Front yard of residence.

Subject at Eng. Sta.________
Taken from Eng. Sta.________
Facing northwest
Taken by Drabinski
Date Taken 1/19/81

Comments: #5

Front yard of residence. Fence separating residence from business is in foreground.



Subject at Eng. Sta.________
Taken from Eng. Sta.________
Facing north
Taken by Drabinski
Date taken 1/14/81

Comments: #6

Looking north from subject's south boundary line.

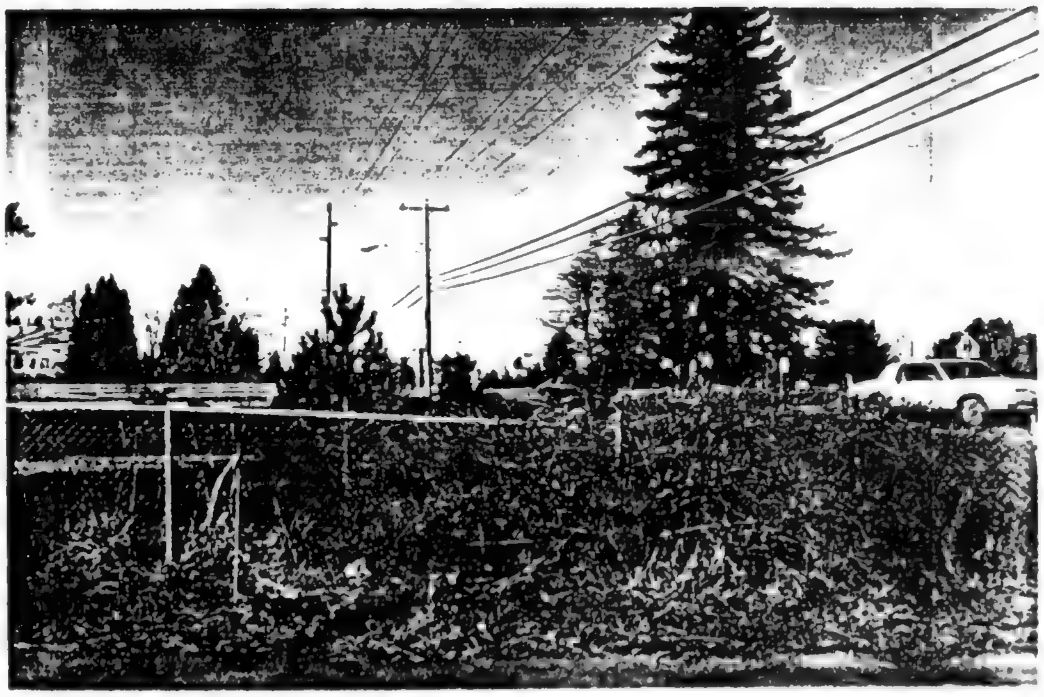
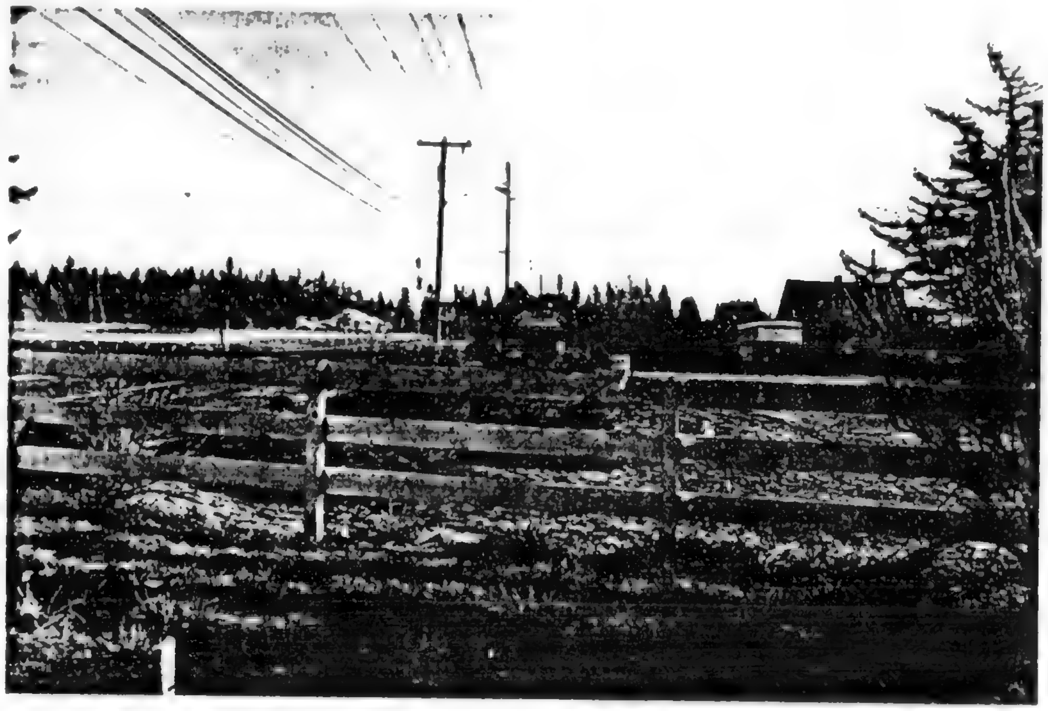


PHOTO RECORD OF SUBJECT PROPERTY
OREGON STATE HIGHWAY DIVISION

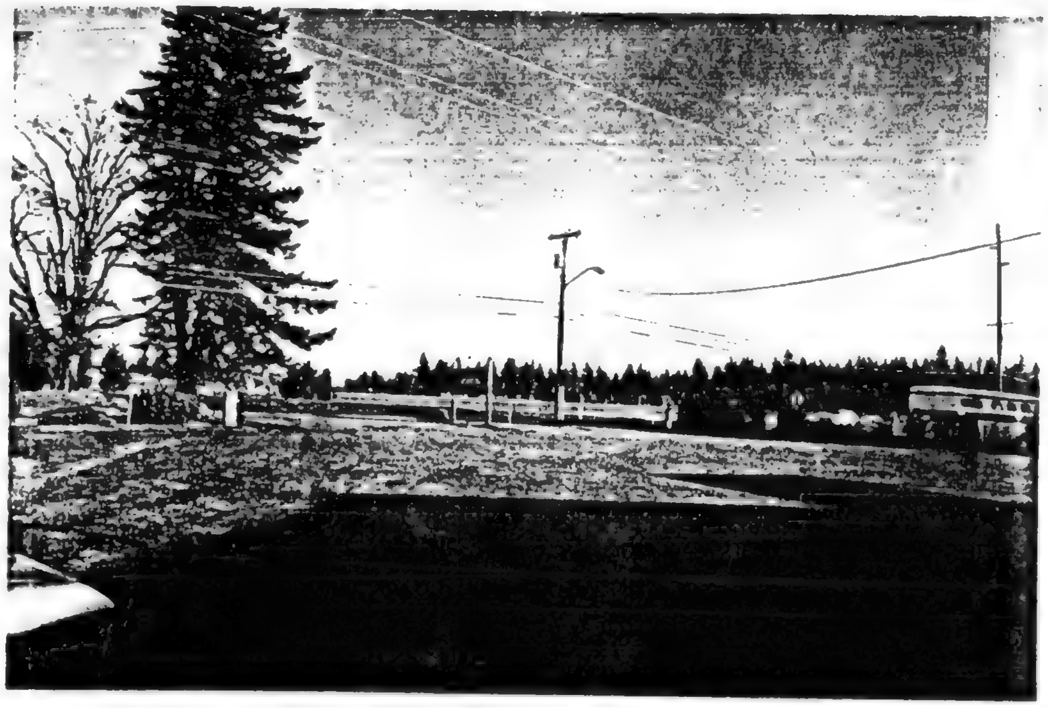
FILE No. 51484



JECT AT ENG. STA. ____
N FROM ENG. STA. ____
NG south
N BY Drabinski
TAKEN 1/14/81

#7

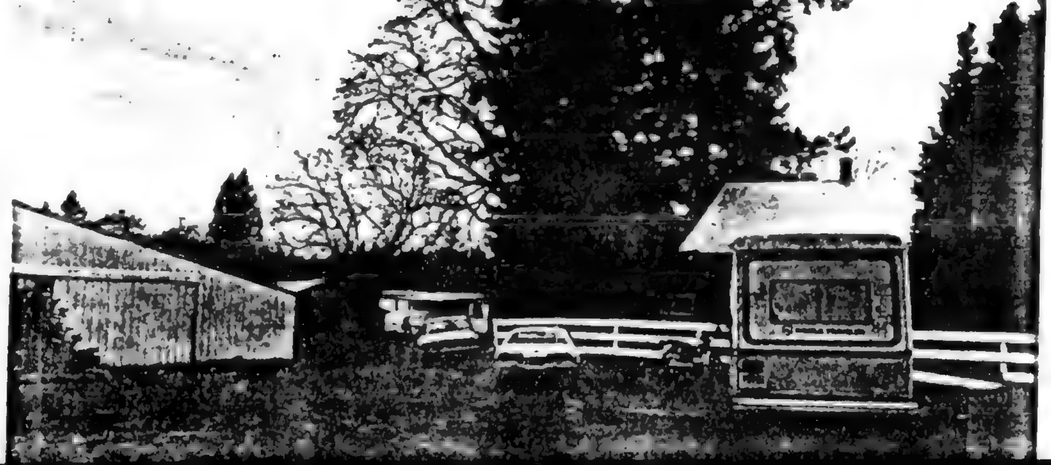
View of the taking from front yard of residence.



ECT AT ENG. STA. ____
N FROM ENG. STA. ____
NG east
N BY Drabinski
TAKEN 1/14/81

#8

View of subject's business acess from remainder.



CT AT ENG. STA. ____
FROM ENG. STA. ____
G northwest
BY Drabinski
TAKEN 1/19/81

#9

Remainder improvements. Arena and stall building is at left.

JECT AT ENG. STA. __________

N FROM ENG. STA. __________

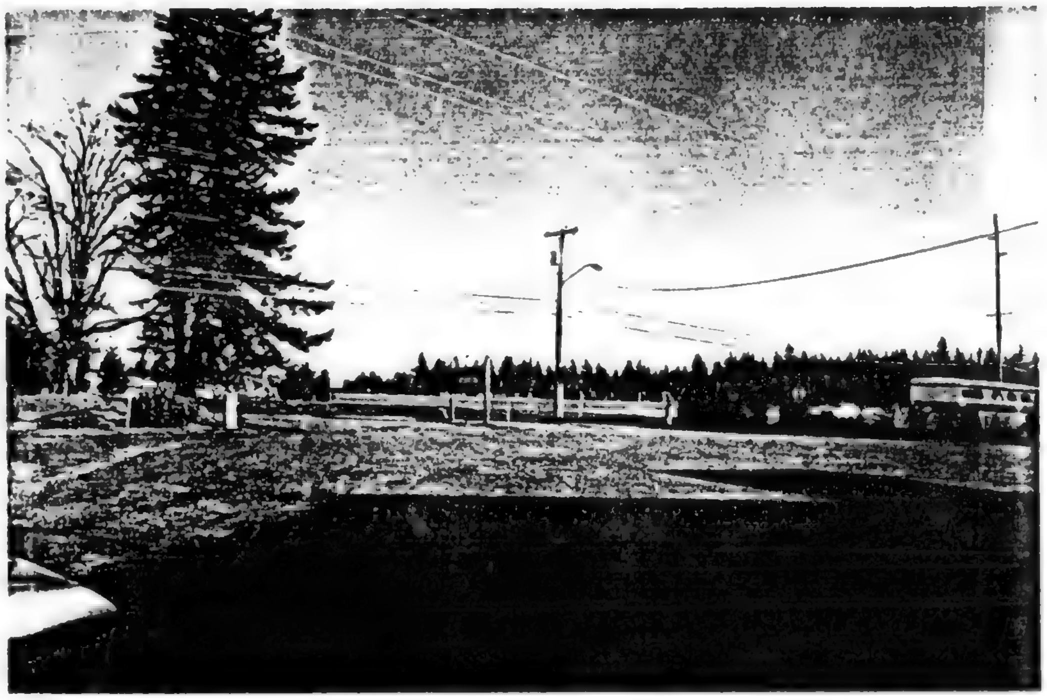
NG south

N BY Drabinski

TAKEN 1/14/81

#7

View of the taking from front yard of residence.



ECT AT ENG. STA. __________

N FROM ENG. STA. __________

NG east

N BY Drabinski

TAKEN 1/14/81

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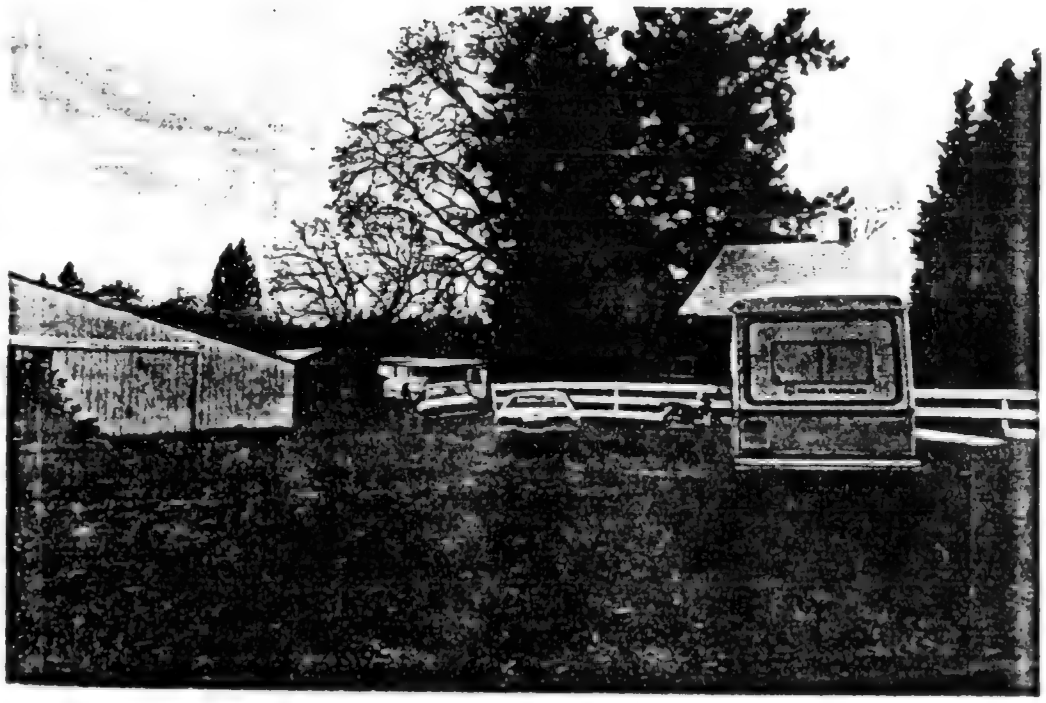

CT AT ENG. STA. __________

FROM ENG. STA. __________

G northwest

BY Drabinski

TAKEN 1/19/81

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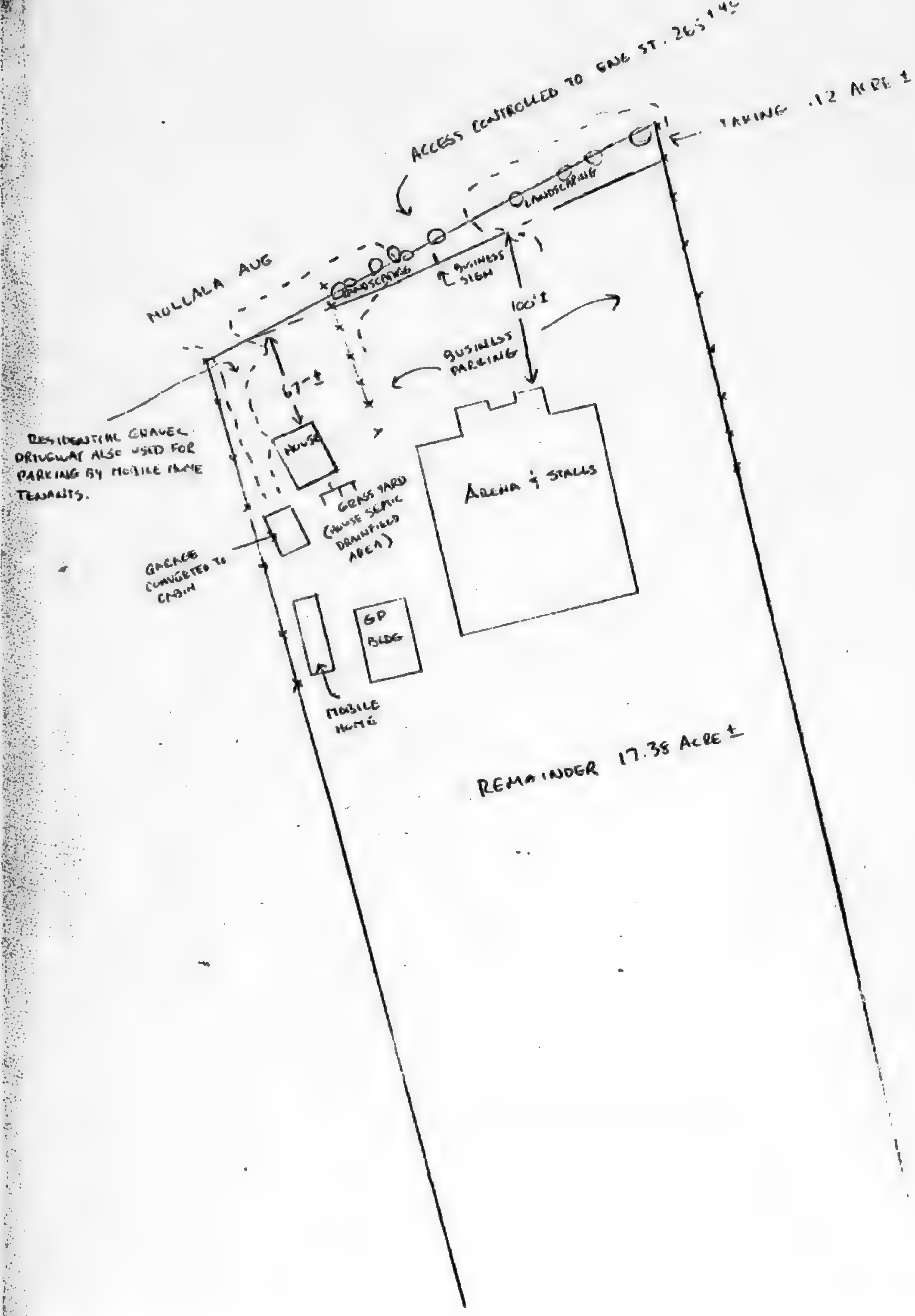
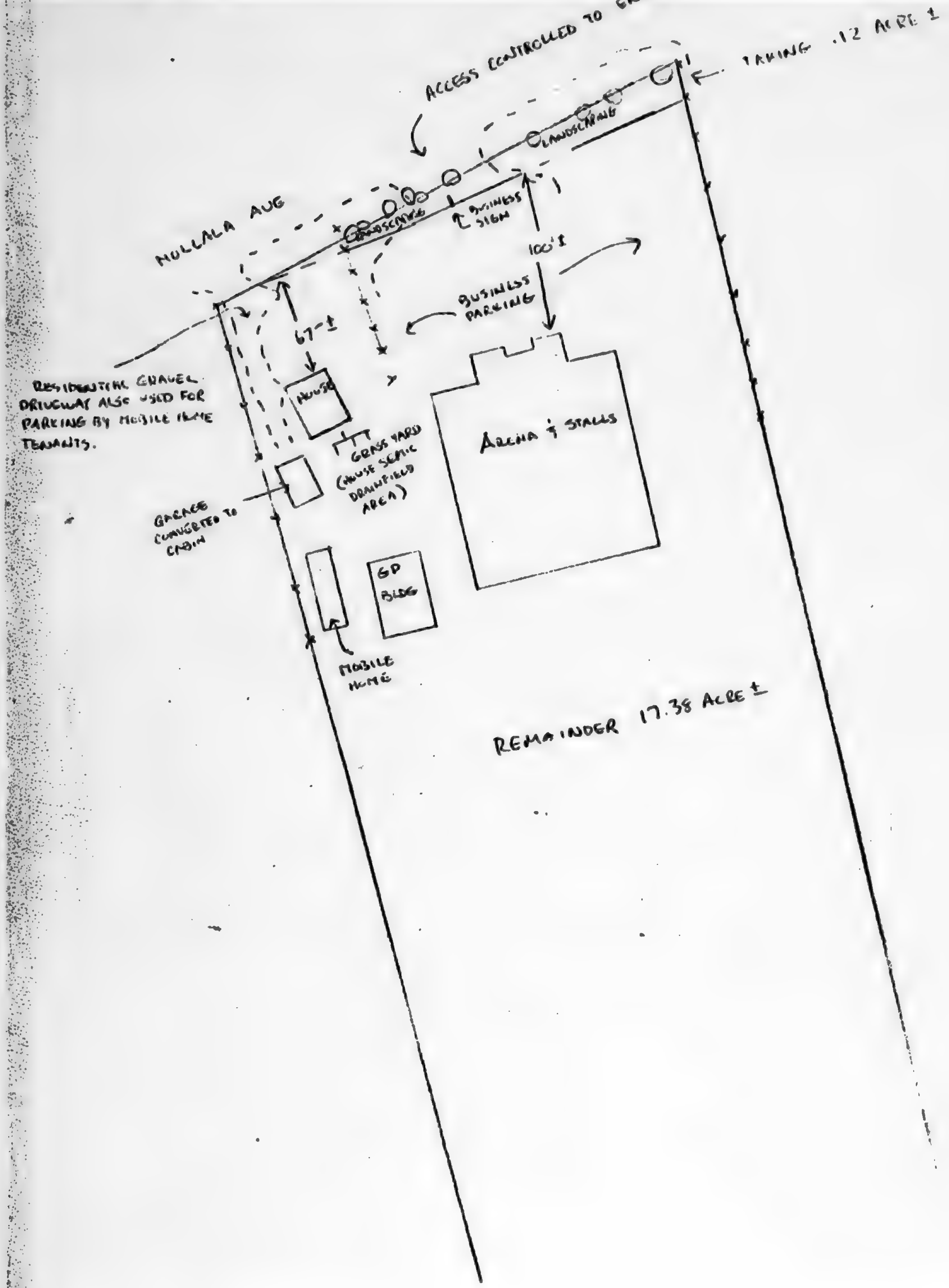

ACCESS CONTROLLED TO ENG ST. 263+45
TAKING .12 ACRE ±
MOLLALA AVE
LANDSCAPING
LANDSCAPING
BUSINESS SIGN
100'±
67'±
BUSINESS PARKING
RESIDENTIAL GRAVEL DRIVEWAY ALSO USED FOR PARKING BY MOBILE HOME TENANTS.
HOUSE
GRASS YARD (HOUSE SEPTIC DRAINFIELD AREA)
ARENA & STALLS
GARAGE CONVERTED TO CABIN
GP BLDG
MOBILE HOME
REMAINDER 17.38 ACRE ±

SHRAKE
SITE SKETCH
(NOT TO SCALE)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TAKING .12 ACRE ±
MULLALA AVE
LANDSCAPING
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GARAGE CONVERTED TO CABIN
GP BLDG
MOBILE HOME
REMAINDER 17.38 ACRE ±

7/16

SHRAKE
SITE SKETCH
(NOT TO SCALE)

FORM 8-33

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
Milwaukie, Oregon 97222

DATE September 2, 1981

TO
J.B. Boyd
Right of Way Manager
DOT - Salem

FROM
Kenneth Rolfe
Regional R/W Supervisor
Milwaukie

SUBJECT
File 51484-Shrake
Park Place-Clackamas Community College
Cascade Highway South
Clackamas County

After this file was optioned, the area was changed from 0.12 acres to 0.11 acres. The warranty deed, partial release of mortgage have been signed. Rather than circulate a new option and documents, I believe we should leave the amount as is. The difference is only $150. It would cost more than that to prepare and circulate new documents.

KR:kf

Form 81-734-3410

OREGON STATE HIGHWAY DIVISION

Right of Way Section

INTER-OFFICE COMMUNICATION

File No. 51484

Date 9/1/81

To Myron

From KO

Subject Shrake

Shrake deeded Lily the driveway based on our maps. What are you going to do about it?

SP*22700-734

Director
Chief of Operations
Asst. Dir.-Administration
Asst. Dir.-Transportation Policy & Program Develop.
Accounting (Highway)
Administrative Services
Chief Counsel
Commission Services
Construction
Data Processing (Trans. Bldg.)
Employee Development
Engineering (Design)
Environmental
Equipment Shops & Storeroom
Finance (DOT)
FHWA

General Files
General Services (DOT)
Information Systems (Lana Ave.)
Labor Relations
Landscape
Library
[illegible]
[illegible]
[illegible]
Motor Vehicles
Organization & Manpower Services
Parks & Recreation
Permits & Weighmaster
Personnel Operations
Photocopy
Proj. Mgmt. & Operations Planning

[illegible] Affairs
Re[illegible]
[✓ Right of Way]
Safety & Health Services
Sign Shop
State Highway Engineer
Structures
Technical Services Engineer
Traffic Support Services
Transportation Policy & Program Development
Travel Information
Utilities
Metropolitan
Region Number I
District Number

RECEIVED
AUG 20 1991
DIST. I RIGHT OF WAY

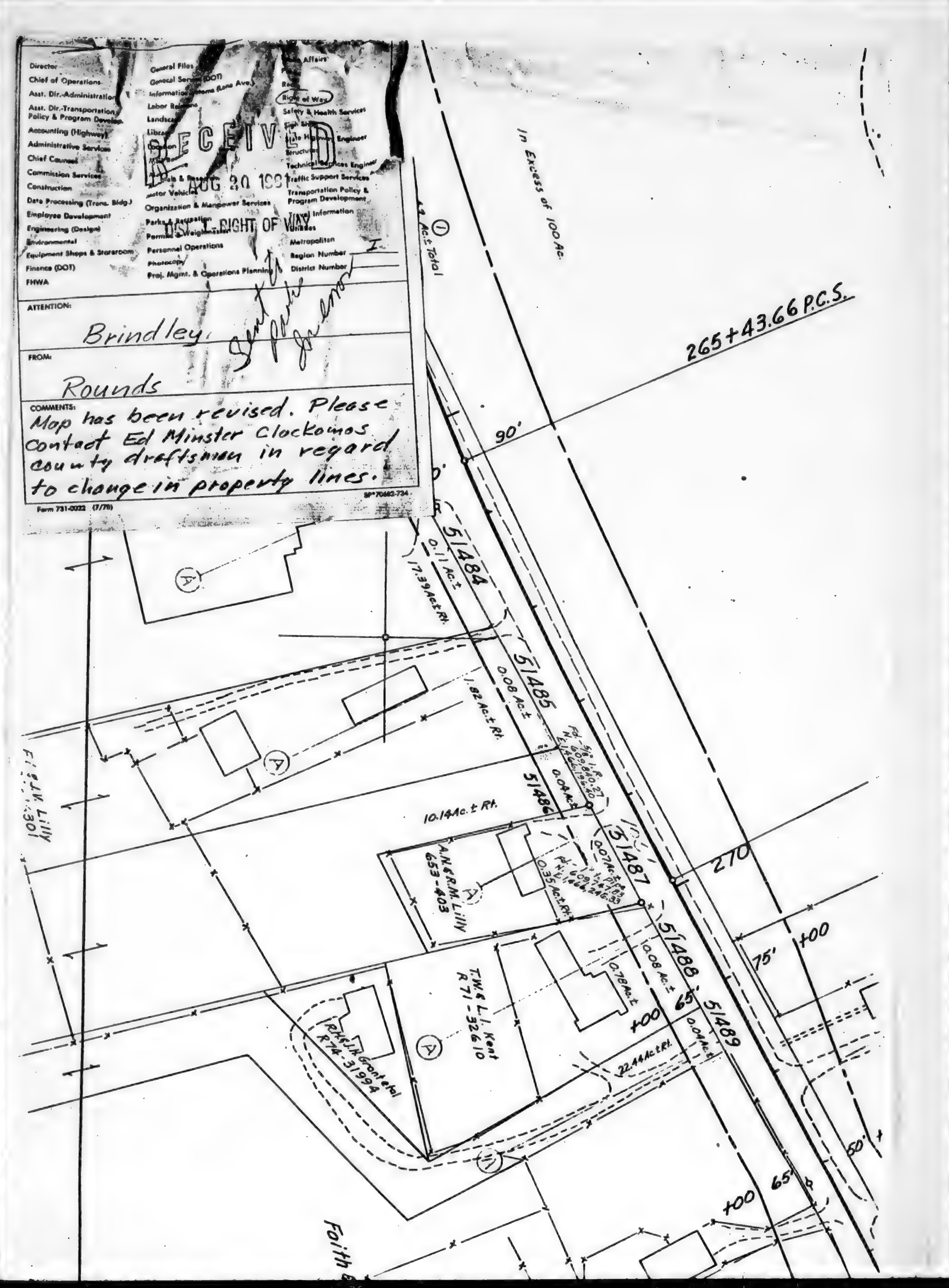
Sent to [illegible]

ATTENTION: Brindley

FROM: Rounds

COMMENTS: Map has been revised. Please contact Ed Minster Clackamas county draftsman in regard to change in property lines.

Form 731-0022 (7/78)



In Excess of 100 Ac.
①
Ac.± Total
265+43.66 P.C.S.
90'
R
51484
0.11 Ac.±
17.39 Ac.± Rt.
Ⓐ
51485
0.08 Ac.±
1.82 Ac.± Rt.
Ⓐ
Fd. 5/8" I.R.
N. 609,840.27
E. 1,466,196.40
51486
0.04 Ac.±
10.14 Ac.± Rt.
A.N.&R.M. Lilly
653-403
Ⓐ
③
51487
0.07 Ac.±
Fd. 1" I. Pipe
N. 609,747.83
E. 1,466,246.37
0.35 Ac.± Rt.
270
F.I. & J.K. Lilly
.301
51488
0.08 Ac.±
0.78 Ac.±
T.W.& L.I. Kent
R71-32610
Ⓐ
+00
65'
75'
+00
51489
0.04 Ac.±
22.44 Ac.± Rt.
R.H.&J.K. Grant et al
R74-31994
①
+00
65'
50'
Faith

Employee Development
Engineering (Design)
Environmental
Equipment Shops & Storeroom
Finance (DOT)
FHWA

Parks & Recreation
Permits & Weighmaster
Personnel Operations
Photocopy
Proj. Mgmt. & Operations Planning

Travel Information
Utilities
Metropolitan
Region Number I
District Number

DIST. I-RIGHT OF WAY

Sent to [illegible] [illegible]

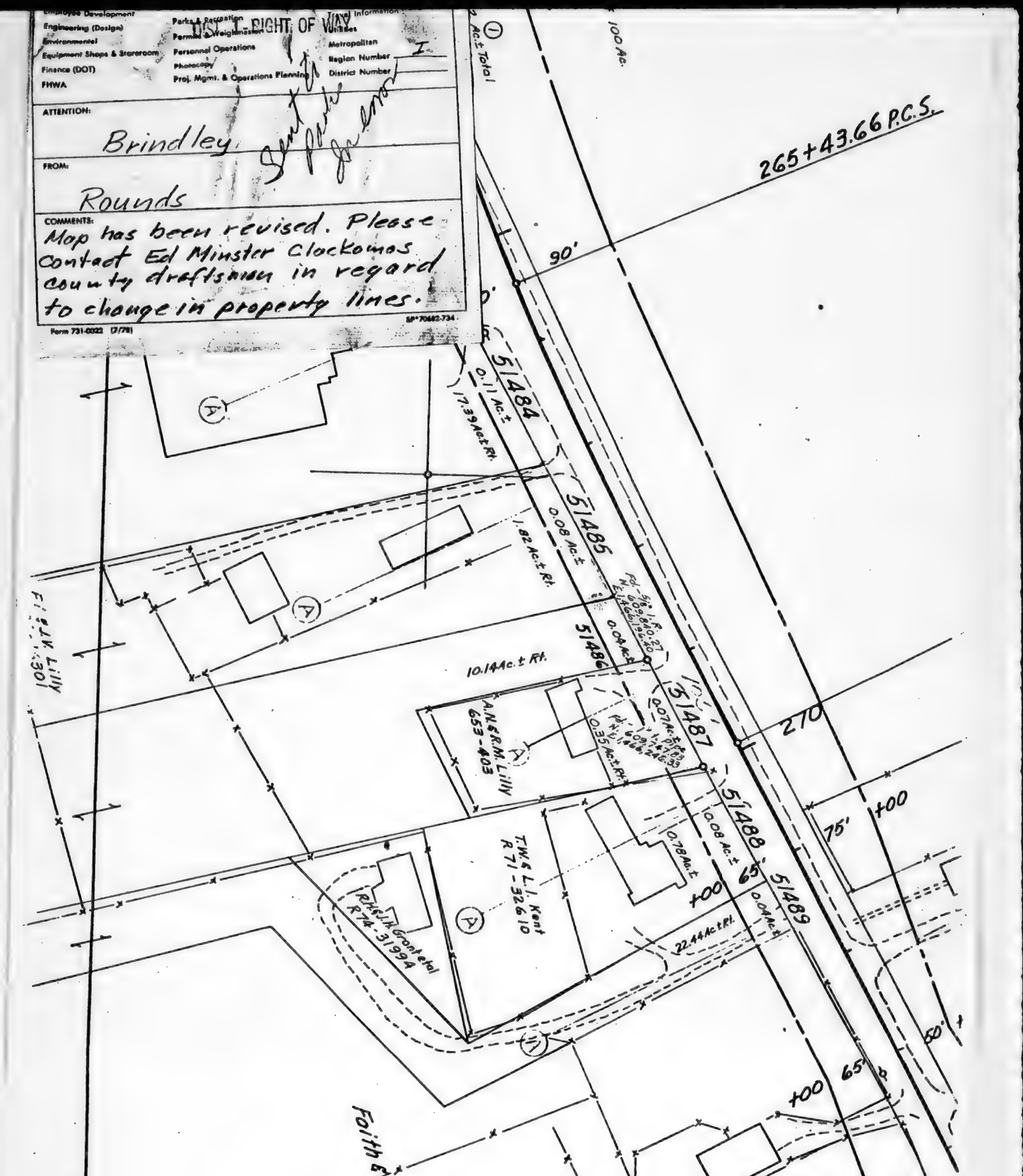
ATTENTION:
Brindley

FROM:
Rounds

COMMENTS:
Map has been revised. Please contact Ed Minster Clackamas county draftsman in regard to change in property lines.

SP*70682-734

Form 731-0022 (7/78)


① Ac.± Total
100 Ac.
265+43.66 P.C.S.
90'
51484
0.11 Ac.±
17.39 Ac.± Rt.
51485
0.08 Ac.±
1.82 Ac.± Rt.
Fd. 5/8" I.R. N. 609,840.27 E. 1,466,196.40
51486
0.04 Ac.±
10.14 Ac.± Rt.
A.N. & R.M. Lilly 653-403
F.I. & J.K. Lilly ...301
51487
0.07 Ac.±
Fd. 1" I. Pipe N. 609,747.63 E. 1,466,246.33
0.35 Ac.± Rt.
270
51488
0.08 Ac.±
0.78 Ac.±
75'
+00
T.W. & L.I. Kent R71-32610
R.H. & J.K. Grant et al R74-31994
65'
+00
51489
0.04 Ac.±
22.44 Ac.± Rt.
50'
65'
+00
C.C. & W.I. Perry R77-13760
Faith & Life Free Method R79-54384
9.4 Ac.± Rt.
51490
0.54 Ac.±
A

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION
Right of Way Unit
9002 S.E. McLOUGHLIN BLVD., MILWAUKIE, OREGON 97222 PHONE 653-3113

September 8, 1981

Richard Shrake
c/o Joy D. Abele
200 Smith Blvd.
P.O. Box 704
Oregon City, OR 97045

File 51484 - Shrake
Park Place-Clack.Comm.College Section
Cascade Highway South
Clackamas County
FAP# IX-78(3)

Per our telephone conversation (Abele/Olson/Melick) as of this date, we are enclosing revised copy of R/W map depicting State's acquisition. As we discussed, the area has changed from 0.12 ac. to 0.11 ac.

Property line disputes are fairly common and the State does not become involved; however, you might use the copy of map as a reference.

As we suggested, Mr. Shrake might consider having a property survey prior to making any decision regarding the disputed southerly property line.

Please call if we can be of further assistance. Thank you.

Very truly yours,

KATHY M. OLSON
Right of Way Agent

KMO:kc
Enclosure

FINAL REPORT on Real Property Negotiations

OREGON STATE HIGHWAY DIVISION

File 51484

Sta. 263+65 to Sta. 267+20

Name of owner RICHARD C. SHRAKE

Mail address 19713 S. Molalla Ave.
Oregon City, OR 97045

Phone No. 656-5089 (Home)
656-9113 (Office)

Phone No.

Attorney Joy D. Abele

Address 200 Smith Blvd - P.O. Box 704
Oregon City, OR 97045

Purpose of purchase Right of Way

OPTION EXPIRES 10/8/81

Possession See Option

Location of property Park Place - Clackamas Community College section of Cascade Highway in Clackamas County.

Street address or Sec. T.R. 19713 S. Molalla Ave., Oregon City, OR

How does taking affect remaining property? Minimal reduction in total area and limitation on access.
(Give details regarding dividing of tract, if appropriate)

Nature of property taken 0.12 ac. strip running nearly the length of subject's frontage on Hwy 213. Site improvements within the taking include a business sign, a portion of paved & gravel driveways, fencing and landscaped area.
(Give details regarding nature, cultivation, improvements and class of property taken.)

Basis of settlement: (Give acreage basis, together with special items allowed for, and statement of any extra items to be done or furnished by State in addition to payment of compensation. Tumblehead on back of sheet if necessary.)

LAND:	Residential - 0.12 ac. @ $15,000/ac.	=	$ 1,800.00
IMPROVEMENTS:	Landscaping & driveways	=	$ 3,475.00
SIGN:		=	$ 1,425.00
COST TO CURE:	Removal of landscaping & construction of driveway.	=	$ 1,725.00
	TOTAL	=	$ 8,425.00

TAINED IN FIELD

RETAINED IN FIEL

OMI

Oregon Micro-Imaging, Inc.

1790 West 11th Avenue
Eugene, Oregon 97402
☎ (503) 687-9585
FAX (503) 687-0304

RETAKE

FINAL REPORT on Real Property Negotiations

OREGON STATE HIGHWAY DIVISION

File 51484

Sta. 263 +65 to Sta. 267+20

Name of owner RICHARD C. SHRAKE

Mail address 19713 S. Molalla Ave.
Oregon City, OR 97045

Phone No. 656-5089 (Home)
656-9113 (Office)

Phone No.

Attorney Joy D. Abele

Address 200 Smith Blvd - P.O. Box 704
Oregon City, OR 97045

Purpose of purchase Right of Way

OPTION EXPIRES 10/8/81

Possession See Option

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Street address or Sec. T.R. 19713 S. Molalla Ave., Oregon City, OR

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SIGN:		= $ 1,425.00
COST TO CURE:	Removal of landscaping & construction of driveway.	= $ 1,725.00
	TOTAL	= $ 8,425.00

RETAINED IN FIELD

RETAINED IN FIELD

OPTION IS SUBJECT TO THE ATTACHED EXHIBIT "B" - Access Control

APPROVED BY Edward L. Hardt

Edward L. Hardt DATE

Withholding $ 0 for

Relocation: 3617 forwarded on 3/5/81, ☐ Improved ☒ Unimproved

☐ Required Displacement: $ Replacement Housing; $ Rent Supplement

Appraisals: $ 7,000 By Drabinski

Staff & + $ 1,425 (sign) Mier

Fee $

Review Appraisal $ 8,425

By Lou Schwab
Review Appraiser

☐ Entire taking ☐ Complete restriction of access ☒ Access controlled ☐ Access not controlled

Job Prefix Participating $ Non-Participating $

Phone No.
200 Smith Blvd - P.O. Box 704
Oregon City, OR 97045

Attorney Joy D. Abele Address 200 Smith Blvd - P.O. Box 704 Oregon City, OR 97045

Purpose of purchase Right of Way | OPTION EXPIRES 10/8/81 | Possession See Option

Location of property Park Place - Clackamas Community College section of Cascade Highway in Clackamas County.

Street address or Sec. T.R. 19713 S. Molalla Ave., Oregon City, OR

How does taking affect remaining property? Minimal reduction in total area and limitation on access.
(Give details regarding dividing of tract, if appropriate)

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RETAINED IN FIELD

LAND:	Residential - 0.12 ac. @ $15,000/ac.	= $ 1,800.00
IMPROVEMENTS:	Landscaping & driveways	= $ 3,475.00
SIGN:		= $ 1,425.00
COST TO CURE:	Removal of landscaping & construction of driveway.	= $ 1,725.00
	TOTAL	= $ 8,425.00

RETAINED IN FIELD

OPTION IS SUBJECT TO THE ATTACHED EXHIBIT "B" - Access Control

APPROVED BY Edward L. Hardt DATE

Withholding $ 0 for ☐ Improved ☒ Unimproved

Relocation: 3617 forwarded on 3/5/81 Rent Supplement

☐ Required Displacement: $ Replacement Housing; $

Appraisals: $ 7,000 By Drabinski Review Appraisal $ 8,425
Staff & + $ 1,425 (sign) Mier
Fee $ By Lou Schwab Review Appraiser

☐ Entire taking ☐ Complete restriction of access ☒ Access controlled ☐ Access not controlled

Job Prefix Participating $ Non-Participating $

General remarks
(Give such general explanation as you desire to support settlement)

Settlement recommended:
Kenneth Rolfe Date 4-17-81
Right of Way Supervisor

Signed: Kathleen M Olson
Right of Way Agent
Kathleen m. Olson
Dated: 4/15/81

Right of Way Manager Date

Authorized by Transportation Commission: Date 5/4/81

FORM 734-3042 (Rev. 7-78)

Oregon Micro-Imaging, Inc.

1790 West 11th Avenue
Eugene, Oregon 97402
☎ (503) 687-9585
FAX (503) 687-0304

END

OF

RETAKE

Legal Owner ☐ Contra Purchaser ☐ Other ______ File No. 51484
☐ Liaison ☐ Appraisal ☐ Property Mgmt. Last Name Shrake
☒ Acquisition ☐ Relocation ☐ Other ______ Section Park Pl-Clack Comm Coll

Name Shrake, Richard C. Address 19713 S. Molalla Ave., Oregon City, Or 97045
656-9113 (o) 656-5089 (h)

Area of Taking .12 acres Amount Approved $ 8,425
☐ Dwelling ☐ Farm ☐ Bus. ☐ Nonprofit ☒ Unimproved

Documents Delivered:	Date	Offer	Amount	Replcmt Housing	Rent Supp.	Date Written	Date Verbal
Brochures, A & R	3/5/81						
Letter, O-Benefit	"	1st	$8,425.00	--	--	3/5/81	3/5/81
Option	"	2nd					
		3rd					
R Claim Forms	"	4th					

DIARY OF CONTACT

Date	All Persons Present and a Statement of the Discussion
3/2/81	Phone/Mr. Shrake / Olson Set up appointment to meet Mr. Shrake at 10:00 Am Thursday, 3/5/81, at Clubhouse.
3/5/81	field Went to Clubhouse as planned. Mr. Shrake had left a message for me to meet him at his house. He had hurt his back and couldn't move around. Went to his house and presented the offer and voucher. He was concerned the access was not adequate to develope the rear of his property at a later date. We discussed this and he was agreeable to the noted reservation width. He wanted to know why Kent's (file 51488) were offered as much as they were. I replied I was familiar with their property however it is the State's policy not to discuss other offers... however, the Kent property was a smaller parcel, was affected differently, and included other factors. He appeared satisfied with that. We discussed the sign appraisal and moving allowance at some length. He said he "wants a clean deal", and wants the State to purchase the sign and all landscaping. He wanted to review things, and would call on Monday to sign.
3/9/81	Phone / Shrake / Olson Shrake indicated he was ready to sign...his only concern is the access point being conveniently placed for future development of the rear of his property. We discussed this at some length, and I asked if a letter stating the access could be moved at some future point in time would be sufficient. He agreed. He said he would call Thursday morning to set up appointment. OVER

By Kathy Olson
Right of Way Agent
KATHY OLSON

FORM 81-734-3708

Use reverse side (tumblehead)

3/11/81 Phone / Shrake / Olson

Shrake called -- said he had been to the County. They advised him he would need a 60' road. He said development of his back property was the most important thing to him, as he has based all future plans on it. He wants assurance his access will not be cut off to the rear property. He said he had a survey of the property. I made arrangements to pick it up and have our engineers see if the property boundaries show on the R/W map correspond with it.

later ... Field / Mr. Shrake / Olson

Met Mr. Shrake at site. He showed me pin which marked SE property corner, which was in neighbor's (Lilly's) driveway. He was unable to find survey and referred me to the surveyor, Paris in Lake Oswego. I went to Paris' office in Lake Oswego. He was not in so I spoke with Gerry Pappe of his office. Mr. Pappe was reluctant to give me a copy of the survey as they had not been paid. I said the preliminary title report showed a mechanic's lien in favor of them for $709 and this amount would be deducted from Mr. Shrake's payment and they would be paid when Mr. Shrake received his money from the State. Mr. Pappe then furnished me with a copy of a survey and description which split out 7 acres and 10.22 acres along the southern boundary line. He requested the description be returned as that was the only legible copy they had, I thanked him and left.

3/12/81 Office / Goldsby / Brindley / Olson

Leo Goldsby looked over survey and description. He said it fit our R/W map. Paris had located a pin on the NE property corner which was not noted on our map. He (Goldsby) measured southerly along the easterly boundary 341.63' (per survey) and came out at approximately where our map indicates the southerly lot line to be.

Leo mailed a copy of the survey and description to our engineers for our records. ✓

3/13/81 Phone / Shrake / Olson

Spoke with Mr. Shrake and arranged appointment for this afternoon. He said both the City and the County told him he needs a 60' wide R/W to develop the rear of his property. He said he would call me after his business appointment that afternoon. He never called.

3/17/81 Called the Clubhouse and left a message for Mr. Shrake to please call me.

3/19/81 Phone / Mr. Shrake / Olson

Set up appointment to meet at the Clubhouse at 10:00 a.m.

Later at Clubhouse

Went over revised Exhibit "B" and explained the State would allow him to relocate his access between the noted engineering station numbers at his approximate lot lines provided his present access is relinquished.

He was concerned the access point was not wide enough to accommodate a 60' City St. or County Road. I explained at the time he developed his property the City or County would require a plan be submitted for their approval and they would determine the width of the access road. Our right of way map indicates he has 80+ feet from the southern edge of the building to the southern lot line. Max Talbot, Clackamas County Planner indicated a variance could probably be obtained for the setback of the existing building as it is a pre-existing use.

I said our engineer Leo Goldsby had looked at the survey done by Paris and determined our R/W map was close.

He said he was going to contact his attorney regarding the neighbor's encroachment prior to signing.

We discussed the State's plan to move the neighbor's (Lilly's) access to the other side of their house.

I suggested he wait until our negotiator contacted the Lilly's which would be in the near future, before approaching them about the encroachment.

4/2/81 Phone / Joy Abele / Olson

Ms. Joy Abele, attorney of law Urbigkeit, Hinson & Abele, P.O. Box 704, 704 Main Street, Oregon City, OR 97045, called to say she is representing Mr. Shrake. His main concern is Exhibit "B" does not recognize the fact he will be required to construct a 60' road (per County & City officials) to develop rear of property. We discussed this at some length, and she finally agreed to recommend her client sign if the following was added to Exhibit "B" . . .

"Note" ..."and the width of the public road access shall be the width required by the governing body".

She also requested a written definition of "Indenture of Access". I said I would discuss the above with my supervisor and call her in the morning.

later . . . Spoke with Myron Melick who suggested added verbage should read . . . "and width of the public road connection shall be the width required by the governing body".

4/3/81 Phone / Joy Abele / Olson

Made arrangements for a new Exhibit "B" to be drawn up and submitted to her, along with a copy of Section 3.194, INDENTURES OF ACCESS, from the Right of Way Manual. She was agreeable and said upon receipt of the documents, she would suggest Mr. Shrake sign.

We also discussed possibility of funds being frozen. I mentioned to her that the day before I had made the offer, we had been instructed to make no offers until we found out the status of the Federal monies. I had consulted with my supervisor who had suggested that as I had already made the appointment, to keep it.

Again I suggested to Ms. Abele the added verbage would not be necessary because once the access becomes a public road, an access reservation is no longer necessary. We discussed this at some length and she insisted on it being added.

later . . . Ms. Abele called to say she had Shrake in her office. She asked if we had refused to settle with Lilly's until the property line dispute was settled. I said it was the State's position to not become involved in boundary disputes . . . that I had, however, suggested Mr. Shrake not contact Mr. Lilly until our negotiator had met with him, as I did not feel it would be fair to our negotiator to have Mr. Shrake tell Mr. Lilly the State was moving his access, in the event he was not aware of this.

I further stated I had contacted Mr. Shrake the first of the week to say our negotiator had contacted Lilly. I further said I was not at liberty to discuss Lilly's comments with her or Mr. Shrake. She agreed to this, and said the purpose of her call was she felt the State could possibly help her with the boundary dispute. I said we could not get involved.

I said we had procurred a copy of Shrake's survey, which our Engineers reviewed and concluded the property boundaries shown on our R/W map to be in close correspondence. She asked on what area was Shrake being compensated. I said Shrake was being compensated according to the square footage indicated on the R/W map, of which she had a copy. We again briefly discussed setback requirements. She agreed we had done all we could for Mr. Shrake, and would suggest to him he sign as soon as they received the new Exhibit.

4/9/81 Phone / Ms. Abele / Olson

Joy called to say Shrake had signed and she would appreciate receiving an executed copy from the State. I thanked her.

9593 2-11-81

U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION **LETTER OF APPROVAL AND/OR AUTHORIZATION**		FEDERAL AID PROJECT NO. IX-78(3) STATE PROJECT NO. See below
FROM: G. L. Green, Division Administrator FHWA - Oregon Division	PROGRAM NO. ITEM NO. 71112	COUNTY NAME Clackamas PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
FEB 10 '81
REFER TO Manning
FOR
Info | Inves | R/D | D/R | Sign | Act | File

orig to 2-10-81

DATE PS&E APPROVED	DATE AUTHORIZATION EFFECTIVE 1/14/81	FEDERAL ROUTE NUMBER Primary 78 STATE ROUTE NUMBER Primary 160

GENERAL LOCATION:

Park Place - Clackamas Community College

GENERAL DESCRIPTION OF WORK:

Right of Way

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY

PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☐ PREPARATION

☐ OTHER *(Specify)*

Right of Way
☒ ACQUISITION OF RIGHT-OF-WAY

CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS

☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of 1/6/81 you are authorized to proceed with last resort housing on file #51428 at a TEC of $7,200 Federal Funds $6,120.

(The above authorization does not require an additional obligation of funds.)

DATE 1/14/81	SIGNATURE OF APPROVING OFFICIAL G. K. [illegible]	TITLE for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U. S. GOVERNMENT PRINTING OFFICE: 1979-631-088

ROAD DESIGN SECTION DES 16-1

James D. McClure
Project Development Engineer

December 18, 1980

ORIGINAL SIGNED
DUANE O. CHRISTENSEN
Duane O. Christensen
Final Design Engineer

Contract Staging
Park Place-Clackamas Community College Section
Cascade Highway
Clackamas Community College

We are in agreement with your recommendation to construct the project in two stages. In addition to the Stage 1 work outlined below, we would include the realignment (grading and paving) of Redland Road and Holcomb Boulevard at their intersection and Beaver Creek Road and Maple Lane. This will take care of conflicts with local roads and streets on the first contract.

Stage 1 Contract:

Grade entire project; place surcharge; install drainage; grade and pave Redland Road and Holcomb Boulevard at their intersection and Beaver Creek Road and Maple Lane, etc. Construct Holcomb Boulevard and Redland Road Structures. 1,400,000 c.y. excavation, $13,300,000±.

Stage 2 Contract:

Remove surcharge on landfill, surface and pave entire project, install signals and signs. 130,000 c.y. excavation, 53,000 tons A.C., 79,000 tons CTB, $5,200,000±.

We will arrange for placement of the surcharge to occur as early as practical in the grading work.

We have discussed using CTB across the landfill with Fred Yarbrough. Fred indicated any settlement occurring after the surcharge was removed would be very slow. He did not feel using CTB would pose any problems.

We will delete the creation of wetlands on 1.1 acre, just southwest of the Park Place Interchange on property to be developed by the MSD, and adjust our earthwork as required.

DOC:ja

cc Fred Eriksen
D. H. Moehring
Ed Hardt

9512

16

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8233
Date: November 26, 1980

File No: 103-1964

RECEIVED
DOT DIRECTOR
NOV 28 '80
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

TO: Duane O. Christensen
Final Design Engineer

FROM: James D. McClure
Project Development Engineer

JDMcClure

SUBJECT: Contract Staging (Oregon City Bypass)
Park Place-Clackamas Community College, Cascade Highway
Clackamas County

Our staff has reviewed the various contract staging options for the project and recommends the following:

Stage 1 contract - grade entire project, place surcharge, install drainage, etc., construct Holcomb Boulevard and Redland Road structures. $1,400,000 c.y. excavation.

Stage 2 contract - remove surcharge on land fill, surface and pave entire project. $130,000 c.y. excavation; 53,000 tons AC, 79,000 tons CTB.

REFER TO
Beard
Staudenmeyer
✓ Cole
Mann
Eriksen ZE
Watson
Hager
Dorn
Leu
Return [✓ Discuss] Do File Copy Due
BY FINAL DESIGN ENGINEER
Review & discuss DOC

Recommend placement of the surcharge on the landfill as early as possible in the contract to obtain maximum settlement prior to the paving contract. The early placement will need to be covered in the contract's special provisions. We anticipate that the second stage contract for paving, signing, signalization, etc. should immediately follow completion of the grading contract.

I noticed in the quantity summary that we would be using cement treated base. I would question the usage of the CTB across the landfill since additional settlement will occur after paving. I feel a more flexible base material should be used.

I have been in negotiations with the Metropolitan Service District (MSD) in the development of their site plans for a Resource Recovery Facility. Their facility will be located on the land adjacent to the bypass on the north end, which is a portion of the same land area we have identified for the 1.1 acre wetland discussed in the FEIS. Attached is my correspondence on the negotiations with their consultant. The creation of the wetland should be deleted from our contract and the earthwork quantities adjusted accordingly.

Please advise if this appears to be an acceptable staging of the contracts for the Bypass project.

JDM:PE
Attachments

1 Versteeg ✓
Anderson
2 Christensen DOC
Olson
Sullivan
Tarpin
Wakering

?

RECEIVED
DEC 1 1980
ROAD DESIGN
SECTION

Do Not File ☐
Return To
Bring Up / /
Action

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8233
Date: November 13, 1980

RECEIVED

TO: Jack L. Sollis
Chief Counsel and Assistant Attorney General

File No: 103-1963

FROM: James D. McClure
Project Development Engineer

NOTED
JACK L. SOLLIS

SUBJECT: Metropolitan Service District (MSD)
Oregon City Resource Recovery Facility

The firm of Mitchell and Nelson Associates has developed the site plans for a Resource Recovery Facility to be operated by the Metropolitan Service District.

Since the facility is adjacent to our Oregon City Bypass project, we have placed conditions on their development as outlined in the attached letter from Dennis Ross of the consultant firm. The conditions outlined in his letter will be incorporated into an agreement between our department and the Metropolitan Service District.

I would appreciate your review of these conditions prior to their incorporation into a draft agreement. Please call if you have any questions concerning their proposals.

NA PDM [✓ PDE] FFM SPC
ODOT - METRO

NOV 18 1980

BM PAR PPC FILE T/A

JDM:PE
Attachment

xc: D. R. Adams
D. A. Willhite
L. G. Brock

APPROVED

Chief Counsel
Oregon Department of Transportation

Mitchell
& Nelson
Associates
Incorporated

Planning
Landscape Architecture
Urban Design
Civil Engineering

October 20, 1980

Oregon Department of Transportation
Highway Division, Metropolitan Branch
5821 N. E. Glisan St.
Portland, Oregon

Attention: James D. McClure, Project Development Engineer

Re: Metropolitan Service District (METRO)
Oregon City Resource Recovery Facility

Dear Jim:

Our firm has been retained by METRO to provide engineering for the site development phase for the above referenced project.

The project is located on a 10.17 teardrop shaped site which is bounded by the Southern Pacific Railroad and I-205 Park Place interchange ramp (Oregon Highway 213). The proposed entrance to the site will be located directly opposite the existing entrance to Rossman"s Landfill at station "E 680+00".

The proposed use of the parcel is for construction of a Resource Recovery Facility which would utilize municipal refuse as a fuel to generate steam. The steam would be purchased by Publisher's Paper for use in their Oregon City pulp mill. It is estimated that the plant would convert 500,000 tons of refuse annually with a resulting ash residue of approximately 110,000 tons annually.

Hugh S. Mitchell
John A. Nelson
Thomas E. Nelson

1420 S.W. Broadway
Portland, Oregon 97201
(503) 225-0822

The site development phase involves placement of engineered fill to raise the finish grade above the 100-year flood elevation. The U. S. Army Corps of Engineers has established the 100-year recurrence interval flood elevation at 45' above MSL. The existing site elevations vary from 20' to 35' MSL thereby requiring from 15' to 25' of fill to be placed upon the site.

We understand that the Highway Division is in the process of designing the new Oregon City bypass route which includes substantial revision of the Park Place interchange. We also understand that the Highway Division has identified a need to provide approximately 1.1 acres of "wetlands" as a mitigating measure to offset wetlands which are disturbed by construction of the bypass route.

The final environmental impact statement for the project which was furnished to us during our preliminary design phase indicated that a 1.1 acre wetland would be created adjacent to the existing "swamp" (METRO site) on which we are preparing to place 25 feet of engineered fill. If both the Highway Division and METRO were to implement their proposed projects the wetlands created would consist of approximately 1.1 acres at elevation 23'± with steep (1½:1) sides rising to an elevation of 45'±. The wetland would become an interior drainage basin which receives all of its drainage from highway runoff.

As an element of our investigations we contacted the permit section of the U.S. Corps of Engineers to establish whether the site constituted a wetland under the jurisdiction of Section 404 B of the clean water act. A site investigation was conducted by Mr. Mike Deatherage - Newsome of the Corps permit section. Mr. Deatherage - Newsome also was furnished with a copy of the applicable sections of the O.D.O.T. final EIS for the Oregon City bypass project.

On August 26, 1980 we received a letter from the Corps which indicated that the site had originally been connected to Section 404 waters. However, prior construction activities had severed the connections. The Corps only condition was that METRO work with O.D.O.T. to provide the mitigating wetlands as stated in the EIS.

The proposed METRO site development project originally included a small stormwater detention at the southerly end of the site to accommodate on-site storage of peak runoff. During the investigation of the storm drainage alternatives and flood plain question, it became obvious that we could provide both on-site stormwater detention and create a wetland which would fulfill the needs of the Highway Division.

Creating the wetlands on METRO's property also presents an additional possibility which has been explored with the Region 2B Maintenance Office. Placement of fill on the site to elevation 45'± could eliminate the need for approximately 800 lineal feel of guardrail on the westerly side of the Park Place interchange ramp. The fill would be extended from the existing right-of-way line onto the existing ramp embankment. The placement of fill onto the existing ramp would also enable the Highway Division to reduce the right-of-way width to reflect the new toe of slope.

We have discussed the above items with both yourself and Mr. David Willhite at Region 2B. To date we seem to be in agreement with those concepts.

Enclosed herewith are the plans, specifications and geotechnical report for the site development phase of the above referenced project. Please accept my apologies for the delay in forwarding them to you. We are also enclosing a sketch showing the relationship of the existing interchange alignment and the alignment of Washington Street after the construction of the new bypass. The preliminary grading plan and accompanying typical sections were developed during the preliminary design process and are schematic.

Therefore, in light of the conditions outlined above, along with METRO's concurrence, we would like to make the following proposals:

1. The Metropolitan Service District (METRO) would agree to create and maintain a "wetlands" on METRO property as shown on the attached plans.

2. METRO would agree to furnish the Oregon Department of Transportation, Highway Division, with an easement which would designate the "wetlands" in perpetuity.

3. The Highway Division would issue an approach permit to METRO which would provide for permanent access to the site at Station "E 680+00". The permit would also allow placement of engineered fill on the interchange ramp as indicated on the enclosed drawings. Future construction of permanent access road would include a 35' wide, curbed type 5 approach with a 1 in 20 taper section on the southbound lane of Washington Street.

4. The Oregon Department of Transportation would agree to sell to METRO the excess right-of-way as a result of the proposed interchange revisions. METRO would, inturn, agree to purchase the excess state land at "Fair Market Value" determined at the time of transfer of property.

As exhibits we are enclosing the following items for your convenience:

1. Portions of judgement order filed 12-21-70 Suit no. 68930 in the circuit court of the State of Oregon for the County of Clackamas. Paragraph No. II grants access to the Metro site.

2. O.S.H.D. approach permit No. 21749, dated 5-27-75, together with O.S.H.D. letter dated 8-22-75 amending the permit.

3. Letter, dated August 26, 1980, from the U.S. Corps of Engineers. to the Metropolitan Service District.
4. Completed application for permanent approach permit including placement of engineered fill on highway right-of-way elevation 45'±.

We would appreciate your review and comments on our proposals. If the conditions are acceptable we would like to arrange a meeting between the Highway Division, METRO and ourselves to discuss the mechanics of implementing the proposals. We would like to take this opportunity to express our appreciation for the extensive cooperation which the Highway Division personnel have extended in our investigation of this matter.

If you need additional information or clarification on this matter, please do not hesitate to contact us.

Very truly yours,

Dennis H. Ross, P.E.
Engineering Manager

Enclosures

cc: Mr. Cary Jackson, METRO
Mr. David Willhite, O.D.O.T.

DHR/pm

D

November 17, 1980

Board of County Commissioners
Clackamas County Courthouse
Oregon City, OR 97045

LOC 7

Attention: George Poppen
County Clerk

Gentlemen:

Attached for your information is a copy of "Highway Corridor and Design Resolution No. 433", adopted by the Transportation Commission on October 21, 1980, covering the Park Place-Clackamas Community College Section (Oregon City Bypass) of the Cascade Highway South in Clackamas County.

Also attached is a survey approval map.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dmc
Attachments

bc: Don Harwell (resol. attached)

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION

In Reply Refer to
File No.: LOC 17

DATE: October 1, 1980

TO: Oregon Transportation Commission

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Survey Approval

The survey on the following project has been completed.

> Park Place-Clackamas Community College Section, Cascade South Highway, Clackamas County
>
> (NOTE: This portion of the Cascade South Highway represents the Oregon City Bypass. Location/design approval has been received from the FHWA as of September 15, 1980.)

In order that the records be clear as to the official location of this facility, your approval of the attached survey map is requested. The work has been accomplished consistent with the governing regulations. This matter will be on the consent calendar for your October 21 meeting.

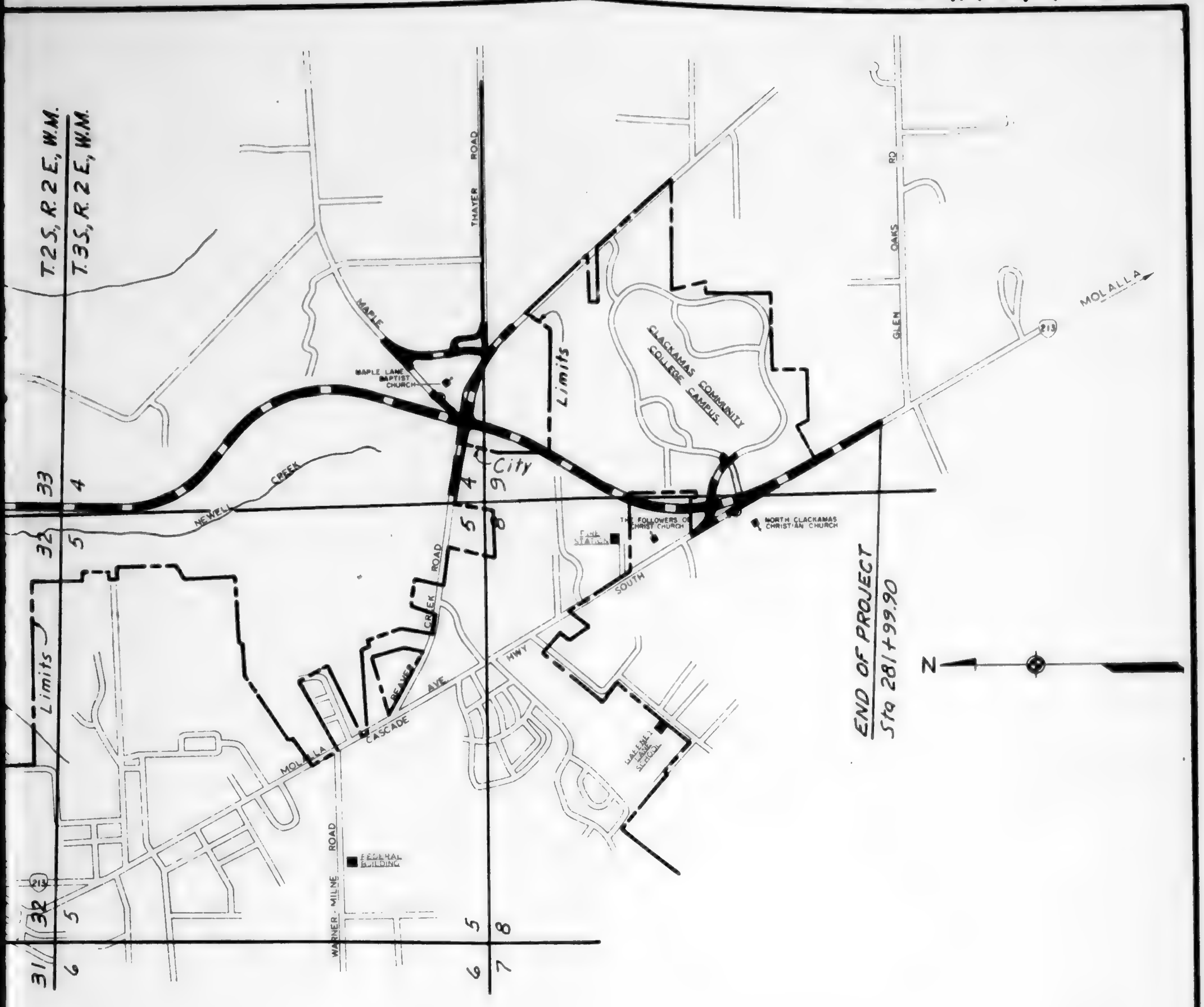
Attachment

DLG:pf jh
bc: F. B. Klaboe
R. W. Gormsen
E. S. Hunter
D. H. Moehring
E. L. Hardt
J. H. Versteeg
George Bell

#433

Form 734-3122

DRG. NO. 1R-4-746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OREGON STATE HIGHWAY DIVISION

SURVEY DESIGN APPROVAL MAP

PARK PLACE - CLACKAMAS COMM. COLLEGE SECT.
(OREGON CITY BYPASS)
CASCADE HIGHWAY SOUTH
CLACKAMAS COUNTY

SCALE: 1" = 2,000' ±
DATE: SEPTEMBER, 1980

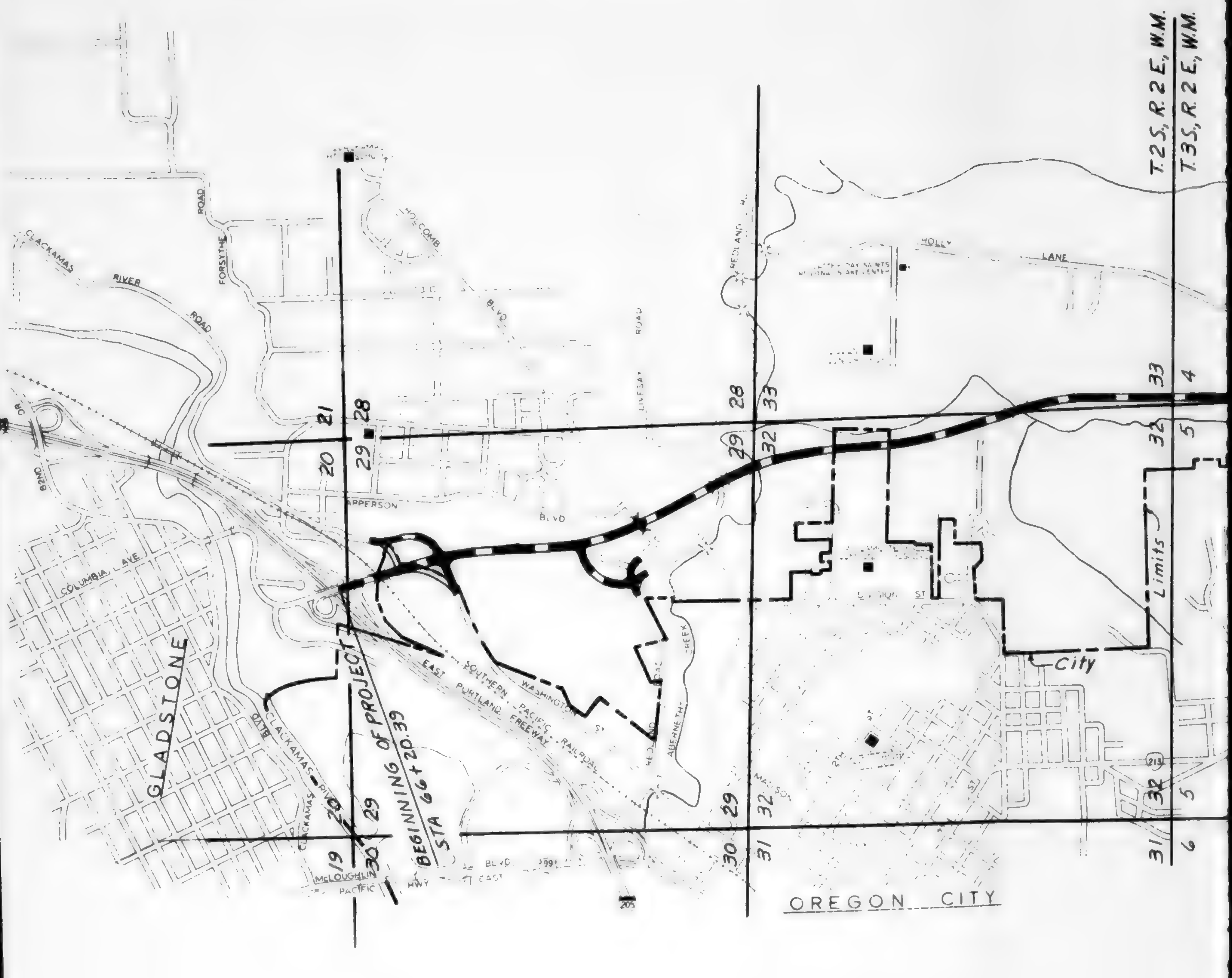
FOR DETAILS SEE DRG. NO.
9B-17-13, 9B-17-19

BLIC HEARING 7-25-79
ROUGHWAY RESOLUTION ADOPTED
CESS CONTROL Limited

PPROVED: 9-23, 1980

ES Hunter
DEPUTY STATE HIGHWAY ENGINEER

Survey Adopted by Commission: Oct., 21, 1980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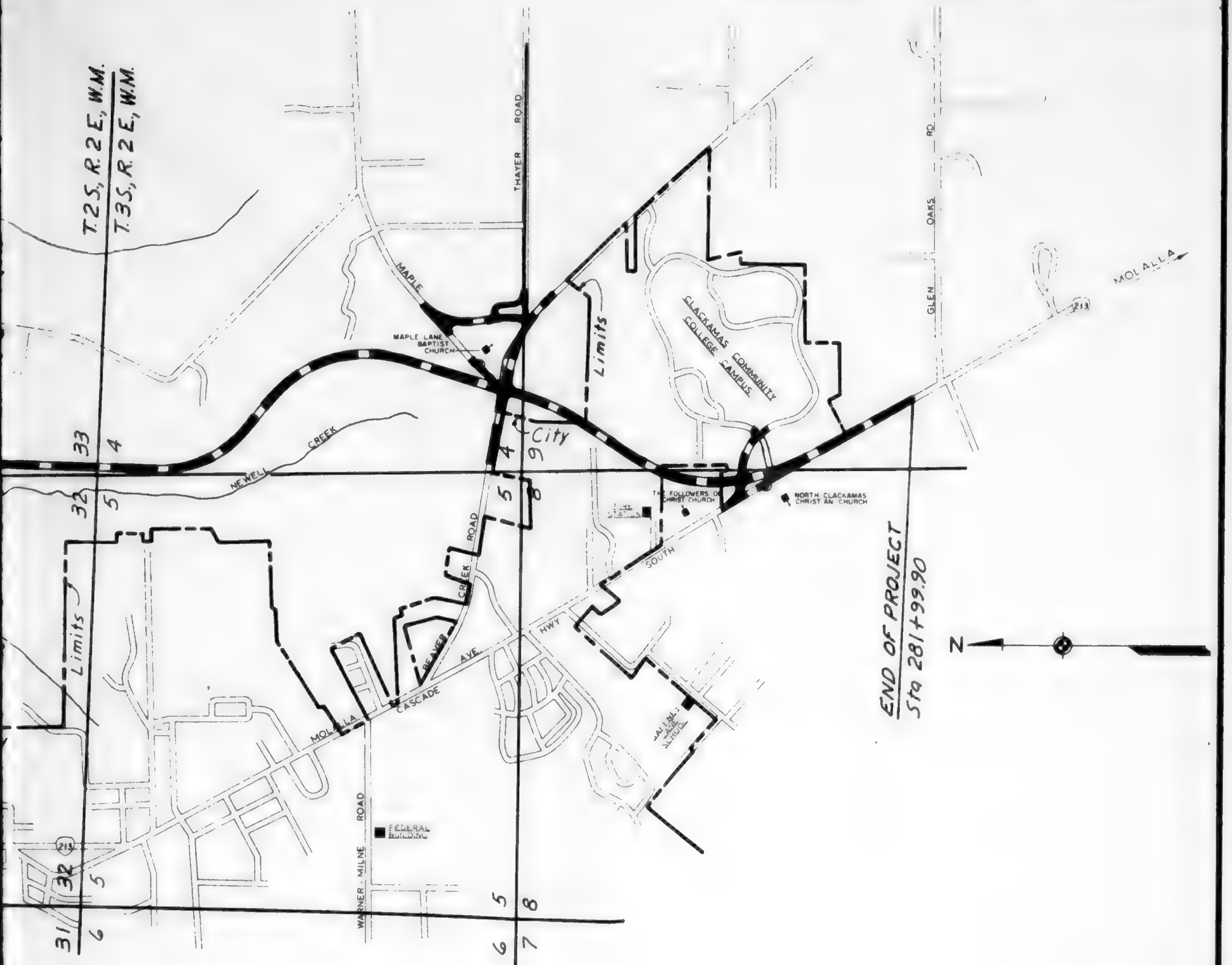
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OREGON STATE HIGHWAY DIVISION

SURVEY DESIGN APPROVAL MAP

PARK PLACE-CLACKAMAS COMM. COLLEGE SECT.
(OREGON CITY BYPASS)
CASCADE HIGHWAY SOUTH
CLACKAMAS COUNTY

SCALE: 1" = 2,000' ±

DATE: SEPTEMBER, 1980

FOR DETAILS SEE DRG. NO.
98-17-13, 98-17-19

UBLIC HEARING 7-25-79

HROUGHWAY RESOLUTION ADOPTED

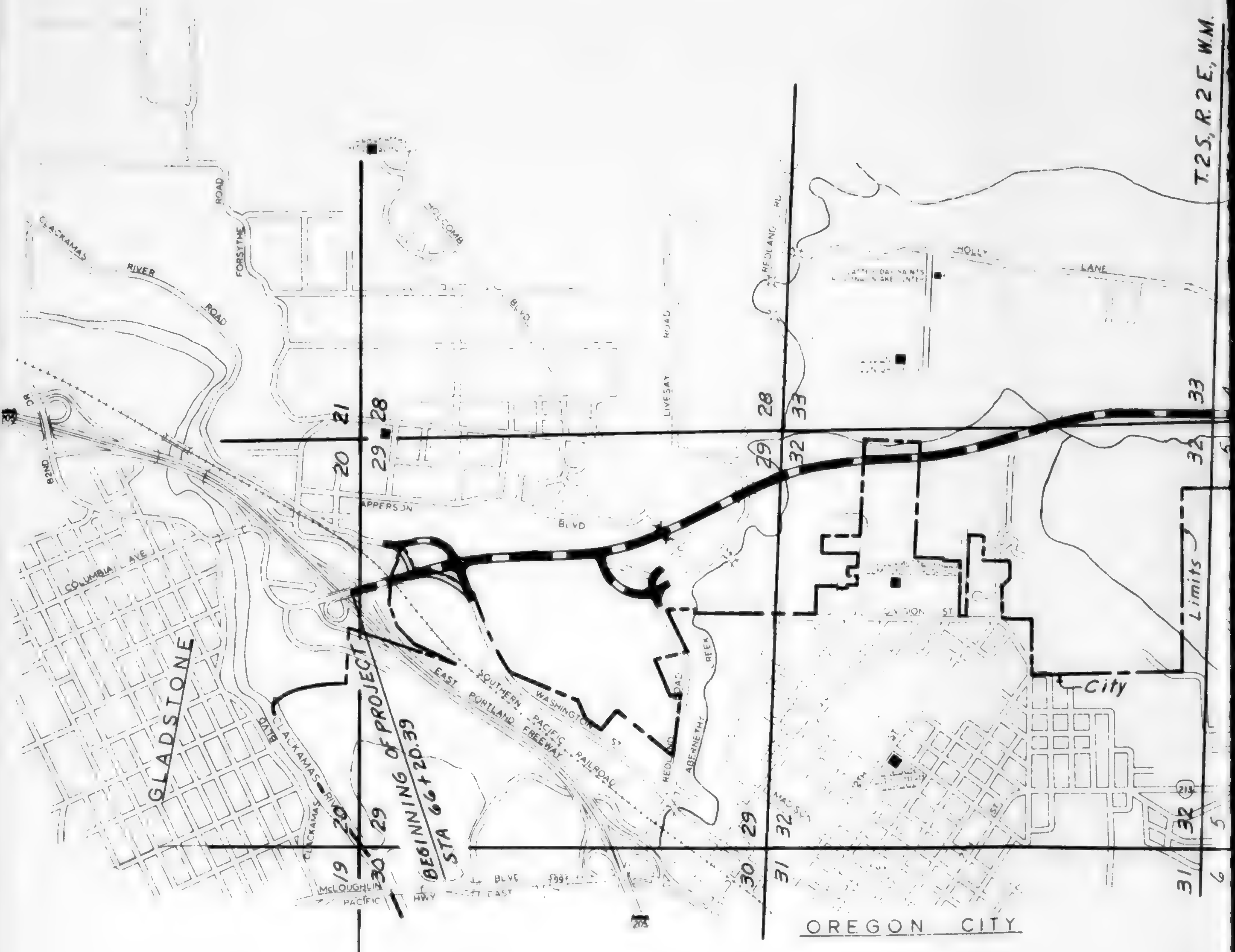
CCESS CONTROL Limited

APPROVED: 9-23, 1980

ES Hunter

DEPUTY STATE HIGHWAY ENGINEER

Survey Adopted by Commission: Oct. 21, 1980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APPROVE

STATE OF OREGON
HIGHWAY DIVISION - ODOT

INTEROFFICE MEMO
LOC 8

TO: FILE

DATE: October 22, 1980

David W. Bryson

FROM: David W. Bryson
Assistant Hydraulics Engineer

SUBJECT: Abernethy Creek and Newell Creek
Park Place-Clackamas Community College
Cascade Highway
Clackamas County

The proposed project will be built on a new alignment which bypasses Oregon City. The proposed alignment will cross Abernethy Creek and Newell Creek.

ABERNETHY CREEK

Hydrology

Abernethy Creek is an east-west tributary of the Willamette River and drains an area of approximately 32.1 square miles above the proposed crossing. Since there is no stream gage data available for this creek, the recurrence interval vs. peak discharge relationship listed below was obtained from the Willamette River Basin, Zone III chart contained in the OSHD Hydraulics Manual.

Recurrence Interval	Peak Discharge
100-year	4,800 cfs
50-year	4,300 cfs
25-year	3,700 cfs
10-year	3,100 cfs
5-year	2,600 cfs

Maximum flooding at this location is due to backwater from the Willamette River which is approximately 1.3 miles downstream. Therefore, the maximum highwater elevations are basically equal to the stage of the Willamette River. Since the peak discharge on Abernethy Creek occurs before the peak on the Willamette River, the runoff from Abernethy Creek has little effect on the peak highwater elevation during a basin-wide flood on the Willamette River. Listed below is the recurrence interval vs. highwater elevation for the proposed crossing based on the October 1978 Willamette River profiles obtained from the Corps of Engineers.

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Recurrence Interval	Highwater Elevation
100-year	44.5 feet (MSL)
50-year	41.3 feet (MSL)
25-year	38.6 feet (MSL)
10-year	34.0 feet (MSL)

The largest flood of recent times occurred on December 25, 1964. During this flood, the Willamette River reached a peak stage of 49.5 feet (MSL). During the January 1974 flood, the floodwaters reached a maximum stage of 39.3 feet (MSL).

Hydraulic Design

The 50-year flood of 4,300 cfs was chosen as the design flood. The design criteria for this crossing was that the drainage structure should not cause Redland Road to flood more frequently than it does now. Backwater from the Willamette River will flood Redland Road about every 25 years. It appears that the flooding of Redland Road is due to backwater from the Willamette River and not the runoff from Abernethy Creek. The proposed drainage structure, therefore, should not cause Redland Road to flood when there is no backwater influence from the Willamette River.

The above design criteria is satisfied with two 19'-0" diameter multiplate pipes. During the design flood the headwater elevation would be 37.3 feet (MSL) and during the 100-year flood the headwater elevation would be 38.3 feet (MSL). The above headwater elevations were determined by using the natural water surface elevation of Abernethy Creek (no backwater influence from the Willamette River) as the tailwater elevation. It is estimated that these pipes will create 3.8 feet and 4.5 feet of backwater during the 50-year and 100-year floods, respectively.

Since the pipes will be placed on approximately a 0.3% slope, there should be no problems with fish passage. Due to the fill height in this area, it is suggested that consideration be given to using "keyhole slotted" multiplate pipes. Soil or foundation problems may make it necessary to bridge Abernethy Creek. The required bridge waterway area will be determined when the decision is made that these problems are severe enough to preclude the use of culverts.

Riprap

It is suggested that the embankment slopes be protected with a 12-inch blanket of Class 50 loose riprap to elevation 42.0 feet (MSL). No filter blanket or toe trench will be required.

NEWELL CREEK

Hydrology

Newell Creek is a south-north tributary of Abernethy Creek and drains an area of approximately 2.3 square miles above the proposed crossing. Since there is no stream gage data available for this creek, the recurrence interval vs. peak discharge relationship listed below was obtained from the Willamette River Basin, Zone III chart contained in the OSHD Hydraulics Manual.

Recurrence Interval	Peak Discharge
100-year	380 cfs
50-year	340 cfs
25-year	295 cfs
10-year	245 cfs
5-year	205 cfs

This particular crossing is far enough upstream to be out of the backwater influence of the Willamette River.

Hydraulic Design

The 50-year flood of 340 cfs was chosen as the design flood. The amount of backwater created was not the controlling factor in the design of this crossing since there are no residences upstream and probably never will be since Newell Creek flows through a gully with steep side slopes. Providing for fish passage was the controlling feature of the design.

A 9'-0" CMP will be adequate for this crossing. The bottom of the pipe should be countersunk two feet below the natural stream bed and then backfilled with Class 50 riprap. This will provide a more natural channel bottom for fish passage. In lieu of countersinking the pipe, baffles may also be used to provide for fish passage. The design headwater elevation is estimated to be elevation 73.4 feet (MSL) and during the 100-year flood the headwater elevation is estimated to be 73.9 feet (MSL). This results in backwater of approximately 3.4 feet and 3.7 feet during the 50-year and 100-year floods respectively. Due to the fill height in this area, it is suggested that consideration be given to using a "key-hole slotted" multiplate pipe. The structure operates under inlet control.

As with Abernethy Creek, soil problems may make it necessary to bridge Newell Creek. If this is the case, then it is assumed the bridge will span the entire gully.

Riprap

It is suggested that the embankment slopes be protected with an 18-inch blanket of Class 100 loose riprap to elevation 75.0 feet (MSL). No toe trench or filter blanket will be required.

DWB:ge

cc Frank Terpin w/att
Jack Davis "
Walt Hart "
D. Christensen "
Bob Bothman "
Herb Schell "

HYDRAULIC DATA

	DESIGN FLOOD	INTERMEDIATE REGIONAL FLOOD	MAXIMUM FLOOD YEAR (1964)
Discharge - cfs	4,300	4,800	**
m³/s			
Frequency - yrs.	50	100	285
HEADWATER ELEVATION ft.	37.3	38.3	49.5
HEADWATER ELEVATION m.			
TAILWATER ELEVATION ft.	33.5	34.0	49.5
TAILWATER ELEVATION m.			
Average Velocity - fps	10.6±	11.2±	0.5±
Average Velocity - mps			

NOTE FOR A CANAL: "DESIGN FLOOD" = Design Flow
"Discharge" = Capacity

REMARKS: ** Backwater from the Willamette River

Structure operates under outlet control

OREGON STATE HIGHWAY DIVISION
HYDRAULICS UNIT

Abernethy Creek
Park Place-Clackamas Community College
Cascade Highway
Clackamas County

COMPILED BY: Dave Bryson

DATE: October 23, 1980

HYDRAULIC DATA

	DESIGN FLOOD	INTERMEDIATE REGIONAL FLOOD	MAXIMUM FLOOD YEAR ( )
Discharge - cfs	340	380	
Discharge - m³/s			
Frequency - yrs.	50	100	
HEADWATER ELEVATION ft.	73.4	73.9	
HEADWATER ELEVATION m.			
TAILWATER ELEVATION ft.	63.3	63.6	
TAILWATER ELEVATION m.			
Average Velocity - fps	12.5±	12.8±	
Average Velocity - mps			

NOTE FOR A CANAL: "DESIGN FLOOD" = Design Flow
"Discharge" = Capacity

REMARKS: Structure operates under inlet control

OREGON STATE HIGHWAY DIVISION
HYDRAULICS UNIT

Newell Creek
Park Place-Clackamas Community College
Cascade Highway
Clackamas County

COMPILED BY: Dave Bryson

DATE: October 23, 1980

7572 160

ROAD DESIGN SECTION DES 16-1

Curt Duval
Metro Location Engineer

October 2, 1980

Fred Eriksen
Fred Eriksen
Design Engineer Supervisor

Park Place-Clackamas Community College
Cascade Highway South
Clackamas County

Reference is made to your September 11, 1980 letter to Frank Terpin concerning the intersection of the Cascade Highway and the college entrance.

Attached is a 1"=20' print of your map with our revisions shown in red. We have shown all radii at 55 feet and added a standard 20:1 exit taper for north- and southbound traffic exiting the highway.

The signal and crosswalk design shown is preliminary. The signal designer indicated that either mast arms or span wires could be used at this intersection.

Please review this intersection design and give us your comments.

FE:ja

cc Frank Terpin
Bob Gettis

___Versteeg___
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U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

9592

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.
-78(3)

STATE PROJECT NO.
See Below

FROM:
G. L. Green, Division Administrator
FHWA - Oregon Division

PROGRAM NO.

ITEM NO.
71112

COUNTY NAME
Clackamas

PROGRAM STAGE *(Check)*
☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
OCT 2 - '80
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DATE PS&E APPROVED

DATE AUTHORIZATION EFFECTIVE
9/26/80

FEDERAL ROUTE NUMBER
Primary 78

STATE ROUTE NUMBER
Secondary 160

GENERAL LOCATION:

Park Place - Clackamas Community College

GENERAL DESCRIPTION OF WORK:

Right of Way

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY

PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☐ PREPARATION

☐ OTHER *(Specify)*

☒ ACQUISITION OF RIGHT-OF-WAY

CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS

☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of 9/17/80 you are now authorized to proceed with the actual acquisition of the remaining Files as shown on R/W Map 9B-17-13 and 9B-17-19 at a TEC of $2,760,000 Federal funds $2,346,000. Federal participation is limited to that right of way actually incorporated in the final location of the subject project.

DATE 9/26/80	SIGNATURE OF APPROVING OFFICIAL G. K. Hossner	TITLE for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U. S. GOVERNMENT PRINTING OFFICE: 1975-631-888

1592

U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION X
1200 SIXTH AVENUE
SEATTLE, WASHINGTON 98101

NOTED
E. S. HUNTER

REPLY TO
ATTN OF: M/S 443

copy to: file
Bothman
Hunter
Tony
Return to G.A.P.

SEP 22 1980

Glen L. Green, Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street, N.E.
Salem, Oregon 97301

RE: Review of Final EIS for Park Place - Clackamas Community College
(Oregon City Bypass)

Dear Mr. Green:

We have reviewed the Final Environmental Impact Statement for the Oregon City Bypass. The Final EIS adequately responds to all of our comments except for the issue of air quality analysis technique.

We recommended that carbon monoxide (CO) concentrations be predicted by refining the application of AIRPOL-4 or using another line source dispersion model. However, no changes were made in the air quality analysis presented in the final document. It is our position that the use of proportional rollback to determine the microscale impacts of a project of this scope in a nonattainment area requires a showing that this simplified method is as reliable as the accepted modeling procedure. The validity of the method should be documented by comparison of the results with monitored data and/or established models. Because this was not done, the statement that "although the project will cause increases in CO concentrations near the bypass, the standards will not be violated." (page 35 FEIS) cannot be substantiated. We therefore consider the final EIS unresponsive on this issue.

If you wish to discuss our comments, please contact Kathy Davidson at (206) 442-4011 (FTS 399-4011).

Sincerely yours,

Elizabeth Corbyn

Elizabeth Corbyn, Chief
Environmental Evaluation Branch

cc: I. Lloyd, FHWA
P. Riedle, FHWA
S. Little, EPA
G. Hofer, EPA

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STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: Sep't 10, 1980

File No: 103-1964

TO: ADRIAN OLSON
Preliminary Design Engineer

FROM: DONALD R. ADAMS
Project Development Manager

SUBJECT: Park Place - Clackamas Community College (Oregon City Bypass)
Cascade Highway South
Letter of September 3, 1980

After reviewing Tom Edwards' letter of September 3 and the Final Enviornmental Impact Statement for the subject project, we would like to note the following obligations, and commitments that were not included in your summary.

EROSION AND SILTATION CONTROL

Pages 21,22, and 23. Sedimentation ponds should be designed to remain as permanent features, if possible. The 100' minimum width buffer strip is to be left undisturbed during construction. Consultation with the appropriate agencies should continue so that location and design features that minimize impacts will be selected in the design process. Fish rocks, meanders, river-run gravel, stream sites, tree plantings, etc., will be used as appropriate to improve habitats at channel change sites.Weirs or similar structures may be used to reduce water velocities.

WETLANDS MITIGATION

Page 25. Negotiations are under way with the Metropolitan Service District which may relocate the 1.1 acre wetland near Washington Street. The five small wetlands mentioned should be located below the roadway in selected ravines. All wetland development sites and mitigation measures should continue to be coordinated with the Oregon Department of Fish and Wildlife and the U.S. Fish and Wildlife Service.

CLAIRMONT WATER DISTRICT - STANDBY WELL

The technical report states "will have a pump test (yield and drawdown) made to determine its status relative to the proposed highway." Metro correspondence with the Clairmont Water District's attorney commits ODOT to this. The likelihood of court action is good in this case.

Clarence Eshelman, Region 1 Geologist, is familiar with the requirements for the Clairmont Water District and Mr. Leon Brock of Metro is familiar with the negotiations concerning the wetland near Washington Street. Feel free to contact either one if you have any questions. ✓

po

cc: Tom Edwards
Duane Christensen
J.D. McClure
Tom Loeber
Leon Brock

1 Versteeg
Anderson
3 Christensen Copy
2 Olson ack.
Sullivan
Terpin

RECEIVED
SEP 15 1980
ROAD DESIGN

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Employee

9572

VICTOR ATIYEH
GOVERNOR

Executive Department
155 COTTAGE STREET N.E., SALEM, OREGON 97310

Environmental Section
September 15, 1980

cc: E. S. Hunter
D. H. Moehring
J. H. Versteeg
F. E. Terpin
Walter Hart
R. N. Bothman
E. L. Hardt
Harry Woodward
Jef Kaiser
Wally Bryant
Glen Green

September 9, 1980

Gary A. Potter, Manager
Environmental Section
Dept of Transportation
Highway Division
Transportation Building
Salem, OR. 97310

NOTED
E. S. HUNTER

Dear Mr. Potter:

Park Place - Clackamas County College
PNRS 8008 4 430

Thank you for submitting your final Environmental Impact Statement for State of Oregon review and comment.

The Departments of Fish and Wildlife and Lands have submitted additional comments. Any consideration you can give these comments will be appreciated.

Sincerely,

INTERGOVERNMENTAL RELATIONS DIVISION

Kay F. Wilcox

Kay Wilcox
A-95 Coordinator

KW:cb
Enclosures

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OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage St NE Phone 378-3732
Salem, Oregon 97310

RECEIVED
AUG 12 1980
DIVISION OF STATE LANDS

PNRS STATE REVIEW

Project #: 800 430 Return Date: SEP 25 1980

ENVIRONMENTAL IMPACT REVIEW PROCEDURES

This is a final Environmental Impact Statement and requires immediate action.
1. If you have comments, they must be received by the federal agency prior to the return date indicated above, or they will not be considered.

ENVIRONMENTAL IMPACT REVIEW
FINAL STATEMENT

☒ The environmental impact is adequately described.

☐ The comments we made on the Draft Statement have been adequately dealt with.

☐ The comments we made on the Draft Statement have not been adequately dealt with. (Give details below.)

☐ No comment.

If the project would require the removal, fill or alteration of 50 cubic yards or more of material within the banks of the waterway(s), we urge the applicant to apply for state fill or removal permits well in advance of construction deadlines to prevent unnecessary project delays. Specific information on the need for permits may be obtained from the Division of State Lands' office at 1445 State Street, Salem, OR 97310. Phone 378-3805.

Thank you for the opportunity to comment on this project.

Agency Lands By

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
155 Cottage St NE Phone 378-3732
Salem, Oregon 97310

AUG 29 1980

PNRS STATE REVIEW

Project #: 8008 4 430 Return Date: SEP 5 1980

ENVIRONMENTAL IMPACT REVIEW PROCEDURES

This is a final Environmental Impact Statement and requires immediate action.

1. If you have comments, they must be received by the federal agency prior to the return date indicated above, or they will not be considered.

ENVIRONMENTAL IMPACT REVIEW
FINAL STATEMENT

( ) The environmental impact is adequately described.

(X) The comments we made on the Draft Statement have been adequately dealt with.

( ) The comments we made on the Draft Statement have not been adequately dealt with. (Give details below.)

( ) No comment.

REMARKS

Additional comments attached.

Agency Fish & Wildlife BY James A.
ENVIRONMENTAL MANAGEMENT SECTION 8/27/80

PNRS 8008-4-430

The Oregon Department of Fish and Wildlife comments on the Park Place-Clackamas Community College (Oregon City bypass) have been adequately addressed in the Final EIS. However, we are concerned about fish passage conditions at the Newell Creek culvert. Our district fish biologist, Jay Massey, should be notified during construction at this site in order to evaluate the passage condition or determine what culvert modifications may be required to facilitate fish passage.

Mr. Massey can be contacted at 17330 S. E. Evelyn, Clackamas, Oregon 97015, telephone number 657-2041.

We appreciate the opportunity to review and comment on this project.

cc: Jay Massey

VICTOR ATIYEH
GOVERNOR

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM, OREGON 97310

September 8, 1980

Quintin D. Peasley
19978 S. Molalla Ave.
Oregon City, OR 97045

I have asked the Highway Division to review your letter and see if design modifications could be made.

They report that the right-of-way takings are being held to a minimum, that the design has been altered to save Mr. Tooze's home, and the parcel under consideration is .35 of an acre, not .5 of an acre as you indicate.

They also report that the design through the dip is controlled by the intersection of Glen Oak and Caufield Roads at the south end, and reduction in the fill would necessitate cuts at both the north and south ends. This would cause impacts to even more homes and increase the project cost.

A less-than-adequate signt distance could have been provided by a design modification, but this would only reduce the fill by three feet and not significantly change the right-of-way required.

I understand that Mr. Cameron's supervisor, Mr. Duval, will contact you to review the plans to make sure other alternatives have not been overlooked.

Thank you for taking the time to write to me about your situation.

Sincerely,

Victor Atiyeh
Governor

VA:vl

bc: Highway

9-12
cy Botterill

RECEIVED
STATE HWY ENGR
SEP 12 '80
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Please pr[illegible] a [illegible]
for the Governor's signature
by 9/3
Thank you.

8922

RECEIVED
AUG 2 5 1980
Governor's Office

PLEASE RETURN
ORIGINAL LETTER

August 20, 1980

MA PDM PDE FFM SPC
ODOT - METRO
Highway
SEP 3 1980
BM PAR PPC FILE T/A

Dear Governor Atiyeh:

I am a property owner who will lose a 1/2 acre shim of valuable road frontage(see attached map) to the state of Oregon. This is so because state highway #213 is to be improved in support of the proposed federal interstate #205 Oregon City Bypass.

I don't object to a land loss but this borders on confiscation. There is nothing I can do about it but take it on the chin or resist with a counter-suit after the state sues me for the acquisition.

The reason for all the trouble is that I and my neighbor Mr. Tooze boarder the southern approach to a dip in #213(located a few hundred feet south of the southern border of Oregon City limits where it intersects the highway). The road is straight as an arrow but creates a visibility blind spot at the bottom of the dip for a motorist traveling south. Remedial action logically would be a cut and fill procedure.

Mr. Rob Cameron(phone 503-657-2138,9002 S.E. McGloughlin Blvd,Milwaukie, Ore. 97222) is the state location engineer who plans to raise the present road bed elevation by 23.5 additional feet at the location of the bottom of the dip via an earth fill. The cross section at the creek site is a trapezoid with a base of 190 feet which means I must suffer a 95 foot invasion on a horizontal perpendicular from the road centerline. And this is for a two-lane highway not a four-laner. What is worse is that soon population pressure will force the highway into four lanes, my neighbor Mr. Tooze loses his house and I lose an acre.

Why does Mr. Cameron have to build a small Egyptian pyramid so that a motorist can see a country mile when moderation in the design plan would alleviate the present safety hazard, save the state a lot of money, and keep us landowners happier than we are now? An elevation rise of 23.5 feet in the present road at the dip location is outlandish, believe me! That decision should be challenged by someone.

If there is no recourse but to appeal to you, I feel the battle is pretty well decided. About the only thing I could hope for would be for an unbiased decision by another state engineer with regard to the present design. And those boys would stick together like glue. But I am an engineer also and feel strongly that there is a better more economical way if it could just be given a chance.

I thought I would let you know how I feel and think. I feel better this way. But in other respects I admire you as a governor and wish you well. I hope you get re-elected and stay in good health.

RECEIVED
DOT DIRECTOR
AUG 26 '80
REFER TO [illegible]
FOR
Info Inves R/D D/R Sign Act File

RECEIVED
STATE HWY ENGR
SEP 2 '80
REFER TO Bothman
FOR
Info Inves R/D D/R Sign Act File

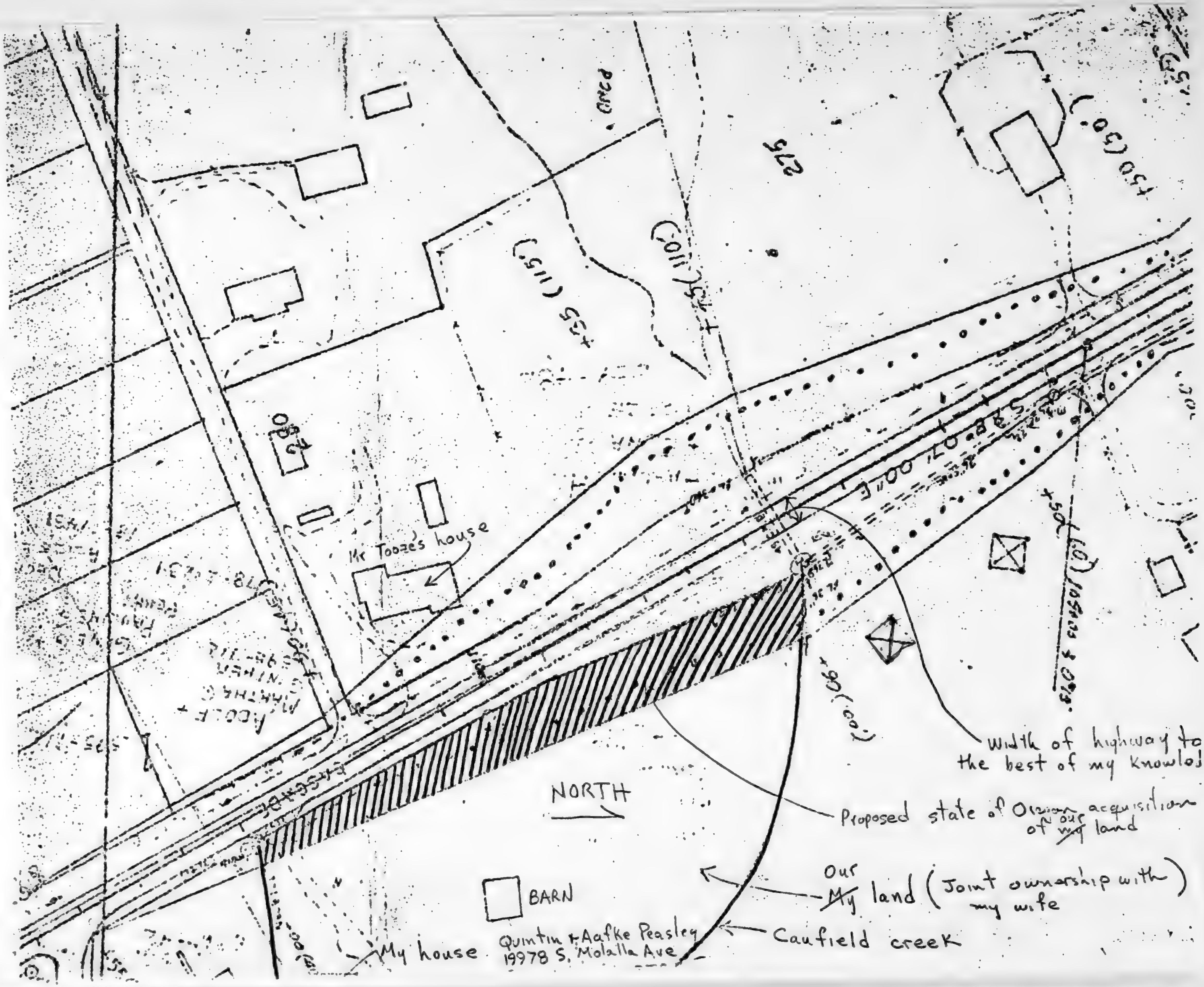
With best regards,

Quintin D. Peasley
19978 S. Molalla Ave.
Oregon City 97045

MA PDM PDE FFM SPC
ODOT - METRO

SEP 3 1980

BM PAR PPC FILE T/A


275
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+45 (110')
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Mr Toozes house
NORTH
BARN
My house
Quintin + Aafke Peasley
19978 S. Molalla Ave
Caufield creek
Width of highway to
the best of my Knowlod
Proposed state of Oregon acquisition
of ~~my~~ our land
~~My~~ Our land (Joint ownership with my wife)

STATE OF OREGON

INTEROFFICE MEMO

TO: MEMO TO THE FILES

DATE: September 3, 1980

FROM: Tom Edwards Tom Edwards
Senior Designer

SUBJECT: Park Place-Clackamas Community College
(Oregon City Bypass)
Cascade Highway South

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Anderson
Christonsen copy
Olson copy
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
SEP 0 3 1980
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring up / /
Action

The Final Environmental Impact Statement on the subject project contains a number of obligations and commitments that will affect design and construction of the project. Following is a summary of these items by category with FEIS page number.

Erosion and Siltation Controls

Page 15 - Requirements to be written into contracts. No more than 17 acres erodible earth exposed at one time without permission.

Pages 21, 22, and 23 - Minimum area to be exposed. Use hay, jute, plastic, etc., on slopes. Cutoff ditches to be used on cut slopes. Sedimentation ponds to be used at culvert and bridge sites. Activity in channels restricted to July 15-October 1. There is to be no expansion of "100-year" floodplain or increase in flood heights. A 100-foot or wider buffer strip is to remain between highway and Newell Creek. Precautions will be taken to prevent spillage of lime and cement. Need special treatment of culverts at Abernethy Creek and Newell Creek to provide natural bottom. Will investigate possibility of diverting highway runoff from Newell Creek to wetlands or ponds.

Slide Investigations

Page 17 - Eight specific areas of inactive slides, two areas of landslides, two areas of gullies, and an area of possible unobserved geologic hazards will be investigated to determine measures necessary to stabilize them.

Wetlands Mitigation

Page 25 - About 1.1 acres of wetland will be created in the vicinity of Washington Street and five small wetlands will be created in ravines in Newell Creek Canyon.

Page 27 - Stream channel wetlands impacts will be mitigated with design features.

Contains Recycled Materials

Retention of Excess Right of Way

Pages 27 and 54 - Remnant and isolated parcels and excess right of way will be examined for retention in public ownership to improve wetlands and wildlife habitat and to provide informal public access to Newell Creek and the canyon.

Planting and Preservation of Vegetation

Page 29 - Trees and shrubs will be planted in hedgerows along southerly third of project. Brush piles will be used in Newell Creek Canyon to provide wildlife cover. Northerly part of project corridor will be planted to "vegetation beneficial to wildlife".

Page 21 - Exposed slopes will be seeded and mulched, planted in trees or shrubs, or riprapped.

Page 62 - Care will be taken to preserve vegetation. "Immediate revegetation" of disturbed areas is promised.

Page 117 - Contract to require special planting of trees, shrubs and natural plants on slopes and cleared areas.

Sound Barriers

Page 41 - Barrier at Clackamas Community College is to be built during early stages of construction.

Page 39 - Restrictions on days and hours for "construction activities" and "pile driving or blasting activities" are to be included in project specifications.

Archeological Site

Page 61 - Any salvage or mitigation to be coordinated with SHPO. The SHPO letter of 6/24/80 (last letter in correspondence section) indicates there are no archeological sites of value on project.

Markers and Monuments

Page 15 - Survey monuments will be recorded and responsible agency notified.

Page 60 - Affected D.L.C. markers will be referenced with permanent markers. Clackamas County Historical Society will be consulted if the Barlow Road Crossing marker is to be removed. If Pioneer Cemetary is affected, "authorities" will be contacted.

TE:ab
cc: Adrian Olson Duane Christensen Tom Edwards

9572

ROAD DESIGN SECTION

DES 16-1 160

Henry Brindley
Region I Right of Way

September 2, 1980

Fred Eriksen
Fred Eriksen
Design Engineer Supervisor

Park Place-Clackamas Community College
Cascade South Highway
Clackamas County

Reference is made to your memo dated August 21, 1980 concerning the Chester O. Hadsall property left of Station 98.

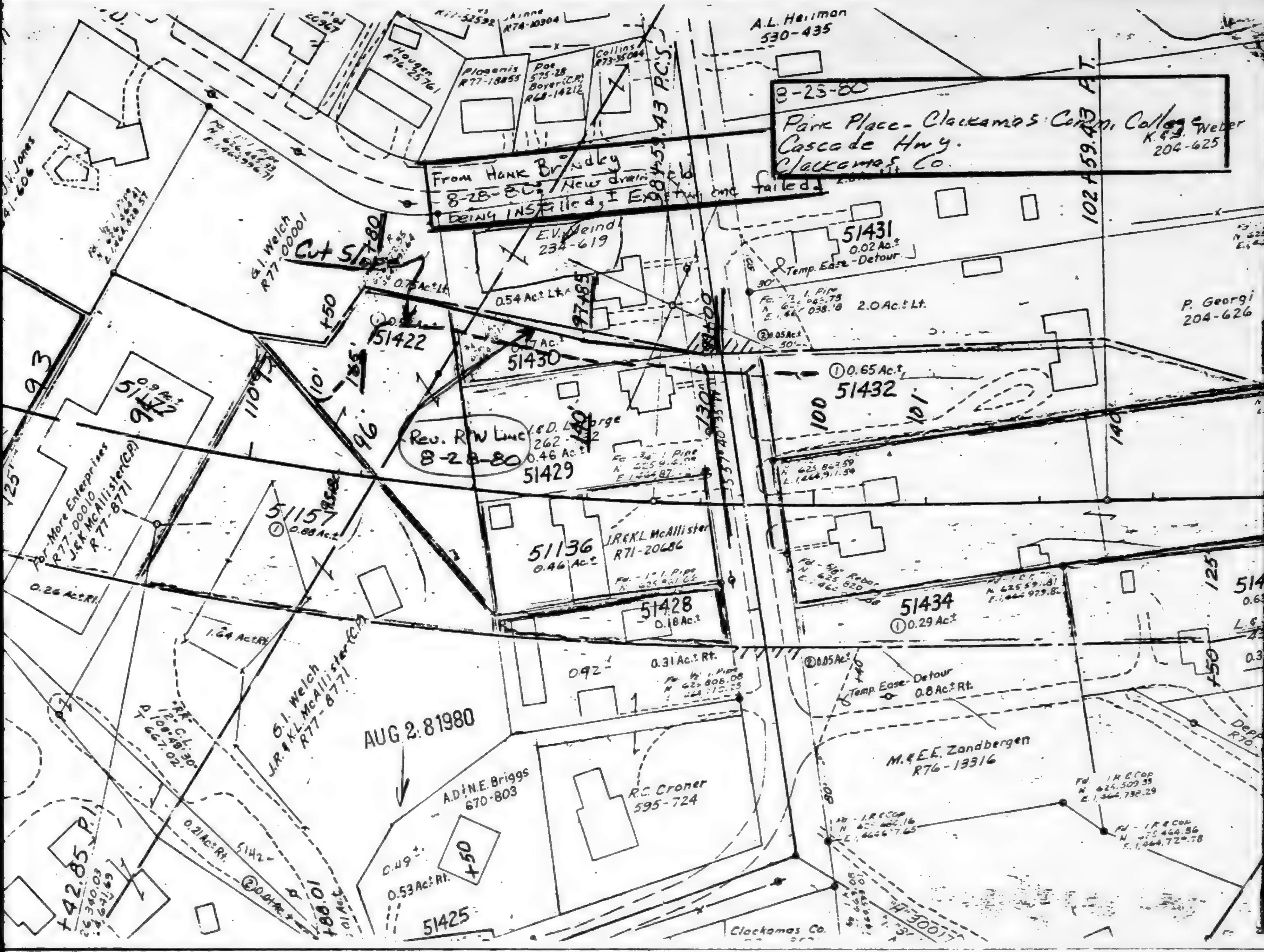
The right-of-way line has been revised so that it misses the garage. A sketch map is attached showing the details.

FE:ja

Attachment

cc Ed Hardt
Hank Wakerlig

[redacted]


A.L. Heilman
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K.&J. Weber
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P. Georgi
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575-28
Boyer (C.P.)
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Collins
R73-35084
84+59.43 P.C.S.
102+59.43 P.T.
E.V. Meindl
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8-23-80

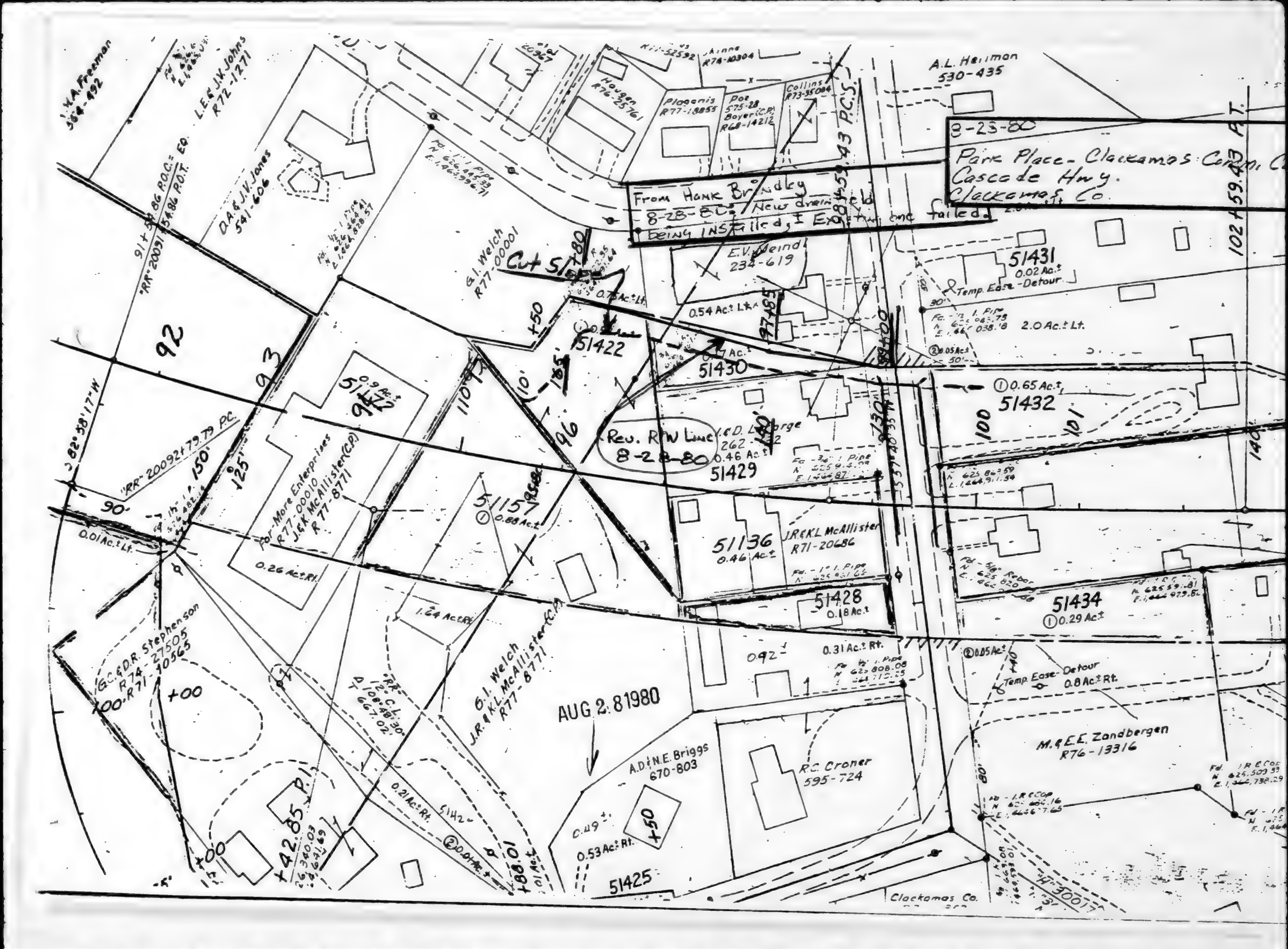
Park Place - Clackamas Comm. College
Cascade Hwy.
Clackamas Co.

From Hank Brindley
8-28-80 New drainfield
being installed, I Existing one failed.

Cut Slope

Rev. R/W Line
8-28-80

AUG 28 1980


8-23-80
Park Place- Clackamas Conn. C
Cascade Hwy.
Clackamas Co.
From Hank Brindley
8-28-80. New drainfield
being installed, I Ex. one failed.
Rev. R/W Line
8-28-80
Cut Slope
AUG 2 8 1980
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D.A.& J.V. Jones
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G.I. Welch
J.R.& K.L. McAllister (C.P.)
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Temp. Ease.-Detour
0.8 Ac.± Rt.
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D. LaForge
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J.R.& K.L. McAllister
R71-20686
A.D.& N.E. Briggs
670-803
R.C. Croner
595-724
M.& E.E. Zandbergen
R76-13316
A.L. Heilman
530-435
Collins
R73-35084
Poe
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Boyer (C.P.)
R68-14212
Ploegnis
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Hougen
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Ainne
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R71-52532
Clackamos Co.
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Fd. 1/2" I. Pipe
Fd. 1" I. Pipe
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E 1,469,996.71
Fd. 3/4" I. Pipe
Fd. 5/8" Rebar
Fd. I.R. & Cap
N 625,509.33
E 1,466,738.29
092
049

U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL /OR AUTHORIZATION

9572 8-15-80

FEDERAL AID PROJECT NO. IX-78(3)

ST. PROJECT NO. See below

COUNTY NAME Clackamas

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

FROM:
G. L. Green, Division Administrator
FHWA - Oregon Division

PROGRAM NO.

ITEM NO. 71112

TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

DATE PS&E APPROVED	DATE AUTHORIZATION EFFECTIVE 8/15/80	FEDERAL ROUTE NUMBER Primary 78 STATE ROUTE NUMBER Secondary 160

GENERAL LOCATION:

Park Place - Clackamas Community College

GENERAL DESCRIPTION OF WORK:

Right of Way

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY

☐ PRELIMINARY ENGINEERING FOR SURVEY AND PLAN PREPARATION

☐ OTHER (*Specify*)

☒ ACQUISITION OF RIGHT-OF-WAY

☐ CONSTRUCTION - ADVERTISE FOR RECEIPT OF BIDS

☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of 8/13/80 you are now authorized to proceed with the actual acquisition of Files 51136, 51157 and 51172 at a TEC of $740,000 Federal Funds $629,000. Also, as requested I approve the Relocation Plan dated July 25, 1980. Federal participation is limited to that right of way actually incorporated in the final location.

DATE 8/15/80	SIGNATURE OF APPROVING OFFICIAL	TITLE for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U. S. GOVERNMENT PRINTING OFFICE: 1975-631-888

August 1, 1980

The Honorable Ed Lindquist
State Representative
H-280, State Capitol
Salem, Oregon 97310

TRA 7-4

Dear Ed:

The Oregon City bypass environmental impact statement is now in the Regional Federal Highway Administration office for their review. After they approve the environmental impact statement, we must print it and send copies to the Federal Environmental Protection Agency. They cause it to be printed in the Federal Register. The notice in the Federal Register starts a 30-day period for comment. At the end of the 30-day period, it can finally be approved and we can obligate the right-of-way purchase with the Federal Highway Administration.

It is possible that we can make the August 15 Federal Register, but not probable. The next printing is September 1, but that would be too late to be able to obligate the funds in this federal fiscal year, which ends September 30.

However, there is no magic to getting funds obligated this fiscal year. One way or the other, we will use all funds available this year since they don't carry over. Soon after October 1, the Federal Highway Administration will make 1981 fiscal year E-4 funds apportionments and the Oregon City bypass will be funded at that time.

In summation, we are trying to fund the Oregon City bypass with this year's funds, but if we can't make this goal, the project will be funded with 1981 funds to be allocated in October.

Sincerely,

F. B. Klaboe
Director

FBK:fn

bc H. S. Coulter
Robert N. Bothman
Gary Potter

9572

160

July 30, 1980

Henry M. Brindley
Region I R/W Liaison Agent

Fred Eriksen
Fred Eriksen
Design Engineer Supervisor

Hellberg Property-"C" Line
Park Place-Clackamas Community College
Cascade South Highway
Clackamas County

We have reviewed the roadway cross-section at the Hellberg property trying to reduce the width of the right of way taking. The attached copy of a 1"=20' sketch map shows a new proposed right of way line that clears the Second Hand Store Building by approximately 8-feet. The same proposed right of way line is shown in green on the attached portion of the 1"=100' detail map.

The method we used to reduce the right of way requirement was to add a curb at the shoulder line. We have used a 2-foot berm behind the curb for cut or fill sections with 4:1 slopes. The curb is quite close to matching the ground line, so the cuts or fills are shallow. We will use a culvert paralleling the curb to carry drainage through this area. The curb and culvert treatment increased the roadway cost by about $4,800. When this is offset by your savings of $16,000 it appears that right of way costs could be reduced by about $11,000.

We are going ahead with this plan, with Duane Christensen's approval, and have revised the original right of way line.

If you have any problem with this proposal, please let us know as soon as possible.

FE:ab

1 Versteeg ✓
Anderson
2 Christensen DOC
Olson
Sullivan
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RECEIVED
JUL 30 1980
ROAD DESIGN SECTION

Do Not
Return To
Bring
Action

8/7/80
Reviewed above proposal with Eriksen. Still looks like a reasonable solution. Recommend staying as revised. DOC

cc: Ed [illegible]
Don [illegible]

16

Don Adams
Project Development Manager
ORIGINAL SIGNED
DUANE O. CHRISTENSEN
Duane O. Christensen
Final Design Engineer

July 18, 1980

Park Place-Clackamas Community College
Cascade Highway
Clackamas County

1 Verstoeg ✓
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JUL 21 1980
ROAD DESIGN
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Action

We have reviewed the project data and discussed the possible stages of contracting the construction. It appears there are several alternates as follows:

Plan "A"

Stage 1 - $12,300,000 Grade entire project, install drainage, etc., construct Holcomb Blvd. and Redland Road structures. 1,400,000 c.y. Exc.

Stage 2 - $6,200,000 Remove surcharge on landfill, surface and pave entire project. 130,000 c.y. Exc., 53,000 tons A.C., 79,000 Tons C.T.B.

Plan "B"

Stage 1 - $11,400,000 Grade project from I-205 to Beaver Creek Road, install drainage and construct Holcomb Blvd. and Redland Road structures. 1,230,000 c.y. Exc.

Stage 2 - $7,100,000 Remove surcharge on landfill, grade from Beaver Creek Road to south end of project. Surface and pave entire project. 300,000 c.y. Exc., 53,000 Tons A.C., 79,000 tons C.T.B.

Plan "C"

Stage 1 - $10,700,000 Grade and install drainage on entire project. 1,400,000 c.y. Exc.

Stage 2 - $1,600,000 Construct Holcomb Blvd. and Redland Road structures.

Stage 3 - $6,200,000 Remove surcharge on landfill, surface and pave entire project. 130,000 c.y. Exc., 53,000 Tons A.C., 79,000 tons C.T.B.

Plan "D"

Stage 1 - $9,800,000 Grade project from I-205 to Beaver Creek Road and install drainage, 1,230,000 c.y. Exc.

Stage 2 - $1,600,000 Construct Holcomb Blvd. and Redland Road structures.

Stage 3 - $7,100,000 Remove surcharge on landfill, grade from Beaver Creek Road to south end of project. Surface and pave entire project. 300,000 c.y. Exc., 53,000 tons A.C., 79,000 tons C.T.B.

Plan "E"

Stage 1 - $5,600,000 Grade approximately the northerly one-third of the project and install drainage. 660,000 c.y. Exc.

Stage 2 - $1,600,000 Construct Holcomb Blvd. and Redland Road structures.

Stage 3 - $4,200,000 Grade the middle section to Beaver Creek Road and install drainage. 570,000 c.y. Exc.

Stage 4 - $900,000 Grade from Beaver Creek Road to south end of project and install drainage. 170,000 c.y. Exc.

Stage 5 - $800,000 Remove surcharge on landfill. 130,000 c.y. Exc.

Stage 6 - $1,700,000 Surface and pave from south end of project to Beaver Creek Road. 14,000 tons A.C., 21,000 tons C.T.B.

Stage 7 - $2,300,000 Surface and pave from Beaver Creek Road to Holcomb Blvd. 22,000 tons A.C., 33,000 tons C.T.B.

Stage 8 - $1,400,000 Surface and pave from Holcomb Blvd. to I-205. 17,000 tons A.C., 25,000 tons C.T.B.

One factor to keep in mind, if contracting the paving in short segments is considered, is if traffic from the freeway can use a short segment it would probably overload the road it connects to. For this reason it probably wouldn't be practical to pave short sections starting from the north end.

Attached are copies of sketch maps of the various plans with stage limits and costs shown.

Please review the various plans and give us your recommendation for contracting the construction.

FE:ab
cc: D. H. Moehring
J. D. McClure
Fred Eriksen

FORM E-30 7572

160

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Milwaukie, Oregon

DATE July 2, 1980

TO FRED ERICKSON ✓
Road Design
Salem, OR

Henry M. Brindley

FROM HENRY M. BRINDLEY
Region Liaison Agent
Region I - Milwaukie

Versteeg
Anderson
/ Christenson DOC
Olson
Sullivan
Turpin
Troul
Wakarlig

RECEIVED
JUL 07 1980
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up / /
Action

SUBJECT Hellberg Property - Sta. "C"70011+75 to "C"70013+20
Park Place Interchange - Clackamas Community College
Cascade Highway
Clackamas County
Prefix: 103-1964

REFERRED TO
Beard Stoudenmeyer
Cole Mann
/ Eriksen FE Watson
Hager Dorn Leu
[✓ Return] Discuss [✓ Do] File Copy Due
BY FINAL DESIGN ENGINEER

This letter is written as a followup of my telephone conversations with Tom Edwards regarding the damages to this property due to the right of way cutting through the building they use to merchandise second hand goods.

We have estimated the right of way costs as follows:

Land for re-alignment of "C" line 4550 s.f. @	= $ 4,550
Land for new highway alignment 0.54± ac. @	= $ 8,100
Second hand store building	= $10,000
Damages to landlocked remainder	= $ 2,150
Moving estimate (Second Hand Store)	= $ 5,000
Incidental expenses estimate	= $ 700
Demolition estimte (Second Hand Store)	= $ 1,000
TOTAL	= $31,500

We could eliminate the following of the above right of way costs if it is feasible to construct a retaining wall in front of the second hand store so it could remain. They are:

Second hand store building	= $10,000
Moving Estimate	= $ 5,000
Domolition Estimate	= $ 1,000
Savings if retaining wall is built . . . TOTAL	= $16,000

Please phone Myron Melick or myself if you have any questions. Our phone numbers are 653-3121 and 653-3124.

HMB:kc

[illegible] 72

160

Road Design 378-6271

Memo to the File July 2, 1980

W. H. Wakerlig
Right of Way Description Engineer

Status Report
Park Place-Clackamas Community College

Metro requests that R/W acquistion be staged in three segments as follows:

Segment 1 - Park Place to Redland Road is top priority
Segment 3 - 1300 feet North of Beaver Creek Road to the College is second priority.
Segment 2 - Redland Road to 1300 feet north of Beaver Creek Road is third priority.

The base right of way map is complete over the entire length, except for Holcomb Road in Segment 1 and the College access in Segment 3. Revised coordinates and/or revised alignment are required from the field to complete both areas. I have discussed these needs by telephone with Messrs. Adams, McClure, Duval and Cameron.

Slopes have been received for the entire project from Final Design and R/W lines have been established. Writing of descriptions is beginning and will require 30 workdays for completion. Timely receipt of the above data is necessary to respond to the priority segments.

REFERRED TO
Beard Stoudenmeyer
✓ Cole Mann
Eriksen Watson
Hager Dorn Leu
Return Discuss Do [✓ File Copy] Due
BY FINAL DESIGN ENGINEER

WHW:rr

cc: J. H. Vesteeg
J. B. Boyd
D. O. Christensen ✓
D. R. Adams

REFERRED TO
Beard Stoudenmeyer
Cole Mann
I Eriksen FoE Watson
Hager Dorn Leu
[✓ Return] Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER

Dol

RECEIVED

1983 Park Place-Newell Cr. Sec. 9592
on the Cascade Hwy. South.
(Structures) #3

7 12 -

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: June 27, 1980

File No: 103-1964

TO: J. H. VERSTEEG
Road Design Engineer

FROM: D. R. ADAMS
Project Development Manager

SUBJECT: Park Place-Clackamas Community College
(Oregon City Bypass)
Staging of R/W Acquisition

In order to carry out the interstate transfer program in Portland and take advantage of the funding being committed for the fourth quarter of FY 1980, some $800,000 of right-of-way funds for the Oregon City Bypass need to be obligated prior to October 1, 1980. To accomplish that goal, the right-of-way for bypass needs to be prepared in three segments (see the attached map). Segment 1 should be given top priority to allow obligation of funds prior to October 1, 1980. Segment 3 should be given second priority and segment 2, left to last.

Your assistance in preparing segment 1 right-of-way in time to capture the $800,000 is appreciated. Please let me know if you foresee any problems with meeting the time constraints or with preparing and obligating the right-of-way in segments.

po

cc: H.S. Coulter
E.S. Hunter
D.H. Moehring
Max Klotz
J. D. McClure

Attachment

RECEIVED
STATE HWY ENGR
JUN 30 '80
REFER TO

FOR

Info	Inves	R/D	D/R	Sgn	Act	File

R

957

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO 160
Telephone: 238-8226
Date: June 25, 1980

File No: 103-1964 (100)

TO: D. R. Adams
Project Development Manager

FROM: J. D. McClure JDMcClure
Project Development Engineer

SUBJECT: Park Place/Clackamas Community College, Cascade Hwy 213
Contract Staging
Oregon City Bypass
Clackamas County

MA PDE TSE SPC
ODOT - METRO
JUN 25 1980
AMS PPS PPC FILE T/A

I discussed with Lyle Watson, the various scenarios we could consider for contracting the Oregon City Bypass in stages. In general, we discussed the concept of letting the first contract for earthwork primarily, and obligating the least amount of e(4) dollars. This would allow a larger amount to escalate for the project, currently estimated from $17 to $19 million.

Briefly, the three scenarios are:

1. First contract for grading and structures and placement of surcharge over the landfill; and a second contract for paving the entire facility.
2. First contract for grading and structures between I-205 and Beaver Creek Road; with the second contract for earthwork south of Beaver Creek Road and paving. This would require removal of the surcharge material over the landfill and hauling to the embankment south of Beaver Creek Road.
3. Proceeding with only a grading contract without structures and a second contract for structures only; then with a third contract for paving. This concept could be applied to either scenario 1 or 2.

Lyle Watson is going to work up these various scenarios staging the construction along with a breakdown of cost for each of the various contracts to be considered. With this information, we can then determine how many dollars to escalate at a time, thus allowing the remainder of the dollars to continue to escalate. It looks like we will have to do a lot of "crystal ball" work since we will be playing [illegible] escalation five years in the future.

JDM:PE

CC L. Brock
Lyle Watson (Salem)

REFERRED TO
Beard Stoudenmeyer
Cole Mann
7 Eriksen 7 Watson
Hager Dorn Leu
[✓ Return] Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER

RECEIVED
JUN 26 1980
ROAD DESIGN SECTION
Anderson
Olson
Sullivan
Terpin
Action

9512

~~Ore. City~~ 160

ROAD DESIGN 378-6558

Don Adams
METRO, Project Development Manager

June 18, 1980

a Olson
Adrian D. Olson
Preliminary Design Engineer

Oregon City Bypass

While reviewing the intersection of the subject project and Beaver Creek Road, several concerns regarding future use have arisen.

The large ownerships in three quadrants appear to be prime candidates for development. Increased traffic generated by these potential developments may warrant acquisition of sufficient right of way at the present time to accomodate four lanes, two-way left turn lanes, complete access control or other appropriate action.

Please give me your thoughts.

WHW:cj

✓ Versteeg ✓
Anderson
Christensen
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Sullivan
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Trout
Wakerlig

RECEIVED
JUN 20 1980
ROAD DESIGN SECTION

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7592

TRA 7-5

STATE OF OREGON
Highway - Traffic 378-6537

INTEROFFICE MEMO 160

TO: D. O. Christensen
Final Design Engineer

DATE: May 30, 1980

FROM: L. E. George
Traffic Engineer

SUBJECT: Signing
Park Place - Clackamas
Community College (Oregon City
By Pass) Section
Cascade Highway
Clackamas County

This office has reviewed the preliminary plans for the subject project. No easements will be required for permanent signs.

L. E. George
Traffic Engineer

ELS:jrb

cc: Hank Wakerlig

REFERRED TO
Beard
Stoudenmeyer
Cole
Mann
✓ Eriksen F.E.
Watson
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[✓ Return] Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER

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JUN 2 1980
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Contains Recycled Materials
81-125-1387

SP*75683-125

9572 -

160

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO

TO: Memo To The Files

DATE: May 6, 1980

FROM: Tom Edwards
Tom Edwards
Sr. Designer

SUBJECT: Parkplace-Clackamas Community College Section
(Oregon City Bypass)
Cascade Highway
Clackamas County

A meeting to discuss certain design elements on subject project was held May 5, 1980, in the Design Section conference room. In attendance were:

Hal Versteeg
Duane Christensen
Bob Ewen
Max Klotz
Ed Hardt
Marion Craft
Dave Willhite
Curt Duval
Don Adams
Bob Gettis
Tom Edwards

The typical section proposed by Metro was discussed, particularly the minimal ditch. It was decided to use the more conventional 0.5 ft. deep ditch with 6:1 slope as proposed by Final Design. Shoulders will be narrowed to 8 feet.

The possibility of a surcharge for fills in sanitary landfill area was mentioned. Will evaluate this through regular procedures as design progresses. (A check of Narrative Report revealed no mention of surcharge.) It was mentioned that this is a more scientific landfill than the "garbage dump" that required sub-excavation on I-205, but some settlement is to be expected.

Financing for the project will be critical and any revisions should be considered carefully for fiscal impact.

TE/db

cc: Attendees
Fred Eriksen

1 Versteeg ✓
Anderson
dl Christensen copy
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Trout
Wakerlig

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MAY 0 6 1980
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81-125-1387

9592

Ore. City

VICTOR ATIYEH
GOVERNOR

Department of Environmental Quality

522 SOUTHWEST 5TH AVE. PORTLAND, OREGON

MAILING ADDRESS: P.O. BOX 1760, PORTLAND, OREGON 97207

RECEIVED
MAY 09 1980
Environmental Section

May 2, 1980

Oregon State Highway Division
Attn: Mr. Gary A. Potter
412 Transportation Building
Salem, OR 97310

Re: Oregon City Bypass
AQ Highway File No. 03-8008
Indirect Source Construction Permit
Date of Issuance May 2, 1980

Gentlemen:

The Department has reviewed the information submitted with and in support of your application for construction of the above-referenced indirect source. It is understood that the proposed facility is to be located at Oregon City.

The Proposed Indirect Source is approved for construction and operation subject to the conditions set forth in the Indirect Source Construction Permit.

If you wish to appeal any of the conditions or limitations contained in the attached permit you may request a hearing before the Environmental Quality Commission or its authorized representative, pursuant to ORS Chapter 183 and OAR, Chapter 340, Section 14.025(5). Such request for hearing shall be made in writing to the Director on or before 14 days following the date of issuance.

You are urged to carefully read the permit and to take all possible steps to comply with the conditions contained therein so as to minimize degradation to the environment of Oregon.

Sincerely,

EJWeathersbee

E. J. Weathersbee
Administrator
Air Quality Division

HWH:b
AB1363
Enclosure
cc: Clackamas County Planning Agency
Jef Kaiser, ODOT
Northwest Regional Office

___ Versteeg ___
___ Anderson ___
DG Christensen Copy
2 Olson orig.
GL Sullivan copy
___ Terpin ___
GL Trout copy
___ Wakerlig ___

RECEIVED
MAY 14 1980
ROAD DESIGN SECTION

Do Not File ☐
Return To ___
Bring up ___/___
Action ___

Permit Number: 03-8008
NCIS No.: 03-8008
Issuance Date: May 2, 1980
Page 1 of 3

INDIRECT SOURCE CONSTRUCTION PERMIT

Department of Environmental Quality
522 Southwest Fifth, Portland, OR 97204
Mailing Address: Box 1760, Portland, OR 97207

Issued in accordance with the provisions of
ORS 468.310 and OAR 20-100 through 20-135

INDIRECT SOURCE:

Cascade Highway - Park Place to Clackamas Community College

ISSUED TO:

Oregon State Highway Division
412 Transportation Building
Salem, Oregon 97310

SOURCE SITE: Oregon City

County: Clackamas

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

Michael Downs for
William H. Young, Director

MAY 2 1980
Date

Permitted Activities

Until such time as this permit is modified or revoked, the Oregon State Highway Division is herewith permitted to construct and operate the above indirect source.

The specific listing of requirements, limitations, and conditions contained herein does not relieve the permittee from complying with all other rules and standards of the Department.

Permit Number: 03-8008
NCIS No.: 03-8008
Issuance Date: MAY 2 1980
Page 2 of 3

Permit Conditions for Highway Sections

1. The Highway Section approved for construction and operation shall be as follows:

   Cascade Highway between Park Place Interchange and Molalla Road.

Reporting Requirements

The following reporting requirements shall be a condition of this permit:

2. If construction of the facility approved by this permit has not been completed within 15 months after the issuance date of this permit, the permittee shall submit reports of construction progress to the Department. Such reports shall be submitted initially 15 months after the issuance date of this permit and shall be submitted thereafter annually on the anniversary date of the permit until such time as the permitted construction is completed and the NCIS form has been submitted to the Department. Failure to comply with this condition may constitute justification for revocation of this permit.

Special Conditions

The following special conditions shall be a part of this permit:

3. The permittee shall at all times conduct dust suppression measures to meet the requirements set forth in "Fugitive Emissions" and "Nuisance Conditions" in OAR, Chapter 340, Sections 21-050 through 21-060.

Notice of Construction

4. A notice of construction form, number NC-IS 03-8008 shall be completed and submitted to the Department following construction and prior to operation of this facility.

General Conditions

G1. This permit is subject to revocation for cause, as provided by law, including but not limited to:

- a. Misrepresentation of any material fact or lack of full disclosure in the application including any exhibits thereto, or any other additional information requested or supplied in conjunction therewith.
- b. Violation of any of the requirements, limitations, or conditions contained herein.
- c. Initiating or completing any modifications of this facility which are subject to review by the Department under OAR Chapter 340, Sections 20-100 through 20-135, without prior notice to and approval by the Department.
- d. Failure to commence construction of this facility prior to 18 months following the date of issuance of this permit by the applicant.
- e. Failure to commence construction of any planned incremental phase of the facility within 18 months of the time period stated for that phase in this permit.
- f. Violation of any applicable statute or rule, standard, or order of the Environmental Quality Commission or the Department.

G2. The Director may grant extensions of the time periods stated in this permit upon a satisfactory showing by the permittee that such extension is justified.

G3. Prior to sale or exchange of the indirect source, the owner shall:

- a. Notify the Department and supply the following information:
  - 1) Name of new Owner and address of new Owner
  - 2) Responsible person to contact
    - (a) Address
    - (b) Telephone number
- b. Inform the prospective owner of the requirements, limitations, or conditions contained herein.

NOTE: A new permit with the same conditions as this permit will be issued to the new owner automatically, unless changes in operation of the facility will significantly increase motor vehicle-related emissions. In the case of a change in operations, a review of the changes would be made and appropriate permit conditions developed to ensure compliance with Department rules.

State of Oregon
Department of Environmental Quality
Air Quality Division
522 Southwest Fifth, Portland, OR 97204
Mailing Address: Box 1760, Portland, OR 97207

NOTICE OF COMPLETION OF INDIRECT SOURCE

This form is to be completed and forwarded to this office upon completion of the construction, installation or establishment of:

Oregon City Bypass

NCIS 03-8008

Date May 2, 1980

Department of Environmental Quality
Air Quality Division
Box 1760
Portland, OR 97207

Attn: Planning and Development Section

Gentlemen:

The construction, installation or establishment of the parking facility or highway facility described above was completed on ____________________ and will be in operation by ____________________.

____
Signature

____
Title

AB1364/b

7572

(Oregon City)

STATE OF OREGON

INTEROFFICE MEMO

TO: Don Adams
E. L. Hardt
Max Klotz

DATE: April 28, 1980

Duane O. Christensen

FROM: Duane O. Christensen
Final Design Engineer

RE: Park Place-Clackamas Community College
Oregon City By-Pass
Units 1, 2 and 3

We are in the process of reviewing the project to verify and determine right of way needs so that descriptions can be written. To enable this to proceed as expediously as possible we would like to meet with you on Monday, May 5th at 1:30 p.m. in the Small Conference, Room 203, of the Transportation Building.

Attached is a listing of some of the items to be discussed and resolved. We will be in touch with Metro Design prior to this meeting and will probably have some of the more basic questions resolved. It is essential that we resolve any questionable items at this meeting so that we can proceed rapidly.

DOC:ab
cc: F. Eriksen, w/attach.
F. Terpin, w/attach.
A. Olson, w/attach.

1 Versteeg ✓
Anderson
Christensen
Olson
copy o.b. 3 Sullivan JWS
Terpin
Trout
2 Wakerlig

RECEIVED
APR 29 1980
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up / /
Action

Oregon City By-Pass — Units 1, 2 + 3

1. Grade Line Carried at ℄ — Should be generally at edge of Travel lanes 32 ft. or 38' Lt. or Rt.
Some Rev. Curves where grade should be at ℄ — Some 4% Grade on Curve Rt. where grade should be on Rt.

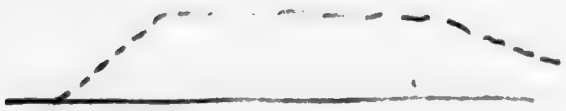
2. Typical section, Surfacing slope for Fill side — width should be increased from 4' to 5' to provide 6:1 Nom. slope on aggregates.

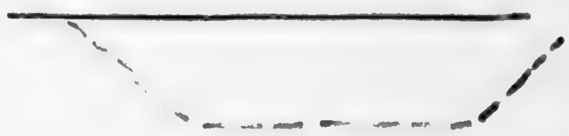
3. Typical Section, Flush section on cut side should we use a surfacing slope and ditch for better Surfacing drainage? The narrative states this is a wet ground area with some springs. A subdrain is shown on the field typical — this seems appropriate and we would ask for the Hydraulic's Section Review.

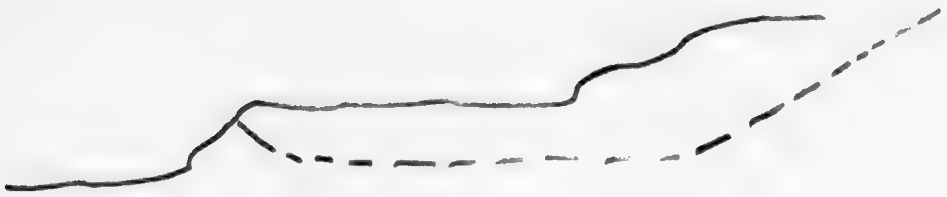
4. Ground Lines on X-sections are in some cases 40-50 feet short of catch point. Computer has extrapolated the ground line to a catch and indicated this might not be correct. Areas + volumes were

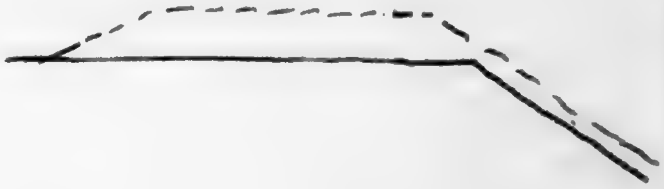
computed on that assumption. We would have to use the contour map to extend the x-sections for slope catches for R/W.

Examples:









I would guess 15-20% of the x-sections are like above examples.

5. The x-section ground elevation and profile ground elevations in some areas do not agree by about 2'.

6. On Unit 3 the x-sections for B, C, M & T Lines are platted without the ditch shown on their respective typical sections. The ditch will have to be added.

Unit 3
7. Additional cross sections for sound berm sta. 241 – 247 Lt. have some templates with a 3:1 – 2:1 combination slope & some with a 2:1 only. Which is correct?

8. Unit 3, "C" Line surface widths on X-sections do not agree with plan.

9. Unit 3, "B" Line Typical shows 16 ft. median with 4' Lt. & 12' Rt. of ℄. Plans show 2' Lt., 2' Rt. & 12' Rt. Which is correct?

10. If a ditch is used, how deep should it be? Our standard has been 6". Is this sufficient?

9592 Ore. City

STATE OF OREGON
ROAD DESIGN 378-6558

INTEROFFICE MEMO

TO: MEMO to the File

DATE: April 22, 1980

FROM: W. H. Wakerlig
R/W Descriptions Engineer

SUBJECT: Status Report
Oregon City Bypass

Units 1 and 3 of the subject project are in R/W Descriptions. Unit 2 is expected to arrive next week.

The preliminary map for Unit 1 is virtually complete pending review of coordinates for intersecting roads by Resident Engineer Cameron. It is anticipated these revised coordinates as well as Unit 2 in its entirety will arrive in office next week.

Slopes for Unit 1 are being reviewed in Design.

I anticipate filing the preliminary maps for all of project by May 1. Descriptions on the estimated 80 files will require 30 workdays. Other projects that are scheduled soon have priority. Descriptions for Unit 1 will be completed as soon as possible, however.

WHW:cj

cc: J. B. Boyd
D. Christensen
Don Adams

1 Versteeg ✓
Anderson
Christensen
2 Olson cc.
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
APR 22 1980
ROAD DESIGN SECTION

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Bring Up / /
Action

Contains Recycled Materials
81-125-1387

9592 160

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8354
Date: April 15, 1980

File No: 103-1964

TO: ADRIAN OLSON
Preliminary Design Engineer

Curtis H. Duval

FROM: CURT DUVAL
Metro Location Engineer

SUBJECT: Park Place-Clackamas Comm. College
Section, Unit 1
Cascade Highway N.-or.S.?
Clackamas County

In regard to the noise mitigation mentioned in my Unit I transmittal letter of February 19, 1980, it has now been determined in the Preliminary Final EIS, that the only noise mitigation work to be performed on this project is at the Clackamas Community College sound barrier E, as shown on the attached map.

As discussed this a.m. with Hank Wakerlig, right-of-way description work can proceed on this unit of the project.

pq

Attachment

Versteeg
Anderson
Christensen
1 Olson
Sullivan
Terpin
Trout
Bob 1 Wakerlig

RECEIVED
APR 17 1980
ROAD DESIGN SECTION

Do Not File ☐
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Bring / /
Action

NOTED
ROBERT R. ROUNDS

> "Pile driving or blasting activities within 3000 feet of any occupied residence will not be allowed on Sundays, legal holidays or on other days between 8 p.m. and 8 a.m. Exceptions to this provision can be provided by the resident engineer."

Further, the sound barrier at Clackamas Community College will be built during the early stages of construction. This will allow the sound barrier to reduce construction noise in that vicinity.

Reduction of long-term noise impacts can be accomplished with sound barriers, such as walls or earthern berms. To be effective, sound barriers must be high enough to break the view between the source and receptor and long enough or otherwise situated to prevent noise going around the ends. Barriers must also prevent significant amounts of sound from passing through them.

The affected land uses were investigated for possible barriers. Sound barriers could mitigate traffic noise effects at 5 locations along the selected route, as shown on Figure 11. Table 16 illustrates the characteristics of these barriers.

These five barriers could eliminate traffic noise at five residences and the Orchard Center, Clackamas Community College. The remaining ten residences are located so that effective sound barriers could not be designed (because of the need for an opening in the barrier for access). Therefore mitigation of traffic noise at these sites is not practical.

Sound barriers A, B, C, and D, although feasible, are not practical. The cost for each dBA reduction for barrier A, C and D is excessive compared to the benefits. Barrier B is impractical for cost and esthetic reasons. It would encroach upon Clairmont Water District property, requiring relocation of some facilites. Therefore, none of these barriers will be included in the project.

Sound barrier E, however, is of relatively low cost and the benefit of reducing noise effects for the large numbers of students using the Orchard Center is high. Therefore, this barrier will be included as part of the project.

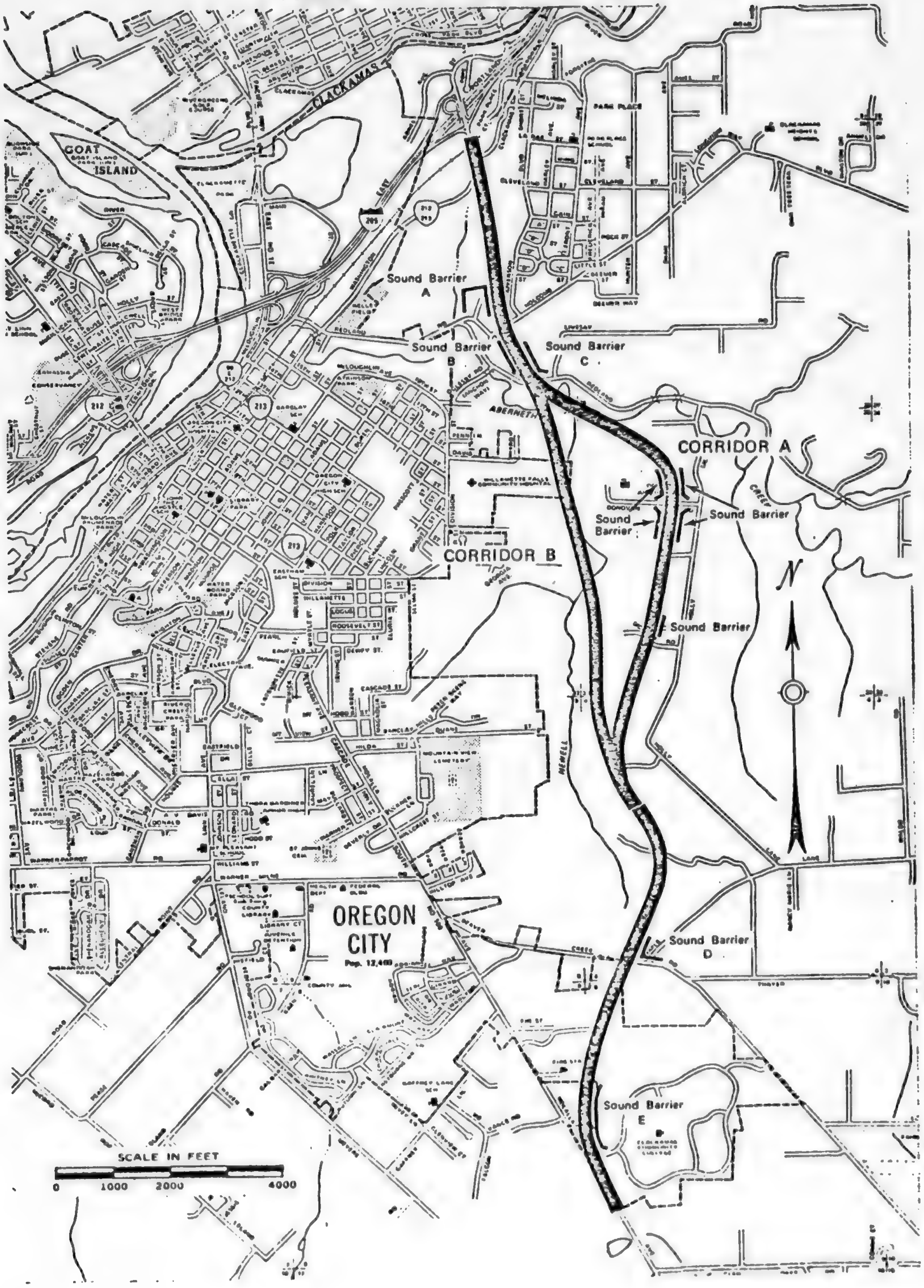
LAND USE AND COMPREHENSIVE PLANNING

Existing Setting

Planning Jurisdictions: Four units of government have varying degrees of responsibility for land use planning in the project area: the State Land Conservation and Development Commission (LCDC); Metropolitan Service District (MSD), City of Oregon City and Clackamas County. Gladstone is also discussed because of possible secondary land use effects of the project in that city.

Among its duties, LCDC adopts and enforces Statewide planning goals and coordinates land use-related planning of other State agencies. LCDC

FIGURE 11
POSSIBLE SOUND BARRIER LOCATIONS


CLACKAMAS
GOAT ISLAND
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213
Sound Barrier A
Sound Barrier B
Sound Barrier C
ABERNETHY
CORRIDOR A
Sound Barrier
Sound Barrier
Sound Barrier
CORRIDOR B
Sound Barrier
N
OREGON CITY
Pop. 12,460
Sound Barrier D
Sound Barrier E
SCALE IN FEET
0
1000
2000
4000

85%

U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

1318

LETTER OF APPROVAL AND/OR AUTHORIZATION

4-9-80

FEDERAL AID PROJECT NO. TX-78(1)

STATE PROJECT NO. See below

FROM:
G. L. Green, Division Administrator
FHWA - Oregon Division

PROGRAM NO.

ITEM NO. 71112

COUNTY NAME Clackamas & Multnomah

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
APR 1 '80
REFER TO
Moehring
FOR

4/14
Orig

DATE PS&E APPROVED

DATE AUTHORIZATION EFFECTIVE 2/28/80

FEDERAL ROUTE NUMBER Primary 78

STATE ROUTE NUMBER Secondary 160

GENERAL LOCATION:

Park Place - Clackamas Community College

GENERAL DESCRIPTION OF WORK:

Program Change

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY

PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☐ PREPARATION

☒ OTHER (Specify) Program change
See below

☐ ACQUISITION OF RIGHT-OF-WAY

CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS

☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of 3/18/80 this will confirm the advance approval and authorization date of 2/28/80 adding archeological salvage to the ubject project and to proceed with the necessary work. TEC $1,030 with Federal participation limited to $883. A signed copy of the agreement is returned herewith.

(This authorization does not require additional obligation of funds)

DATE 4/9/80

SIGNATURE OF APPROVING OFFICIAL G. K. Hosmer

TITLE for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U.S. GOVERNMENT PRINTING OFFICE: 1975-631-455

ROBERT W. STRAUB
GOVERNOR

Department of Environmental Quality

522 SOUTHWEST 5TH AVE. PORTLAND, OREGON

MAILING ADDRESS: P.O. BOX 1760, PORTLAND, OREGON 97207

RECEIVED
APR 11 1980
Environmental Section

April 3, 1980

Oregon State Highway Division
Attn: Mr. Gary A. Potter
412 Transportation Building
Salem, OR 97310

NOTED
E. S. HUNTER

Final date for Submission of Written
Comments: April 23, 1980

Re: Oregon City Bypass
AQ Highway File No. 03-8008
Proposed Indirect Source Permit

Gentlemen:

Your application for construction of an Indirect Source has been reviewed by the Department of Environmental Quality. The proposed Indirect Source Construction Permit for this facility is attached. You are invited to review the attached copy and submit any comments you may have in writing prior to the date indicated above. If the proposed permit is satisfactory, no response is necessary.

Any comment received from the public notice procedure will be available for your examination at the close of the 20-day notice period.

All comments received from you, the public and governmental agencies will be considered by the Department.

Sincerely,

Howard W. Harris

Howard W. Harris, Coordinator
Transportation Control Program
Air Quality Division

HWH:e
P03800.8A
Attachments
cc: Clackamas County Planning Agency
Jeff Kaiser, ODOT
Northwest Regional Office

RECEIVED
TECHNICAL SERVICES
APR 11 '80
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

PROPOSED

Permit Number: 03-8008
NCIS No.: 03-8008
Issuance Date:
Page 1 of 3

INDIRECT SOURCE CONSTRUCTION PERMIT

Department of Environmental Quality
522 Southwest Fifth, Portland, OR 97204
Mailing Address: Box 1760, Portland, OR 97207

Issued in accordance with the provisions of
ORS 468.310 and OAR 20-100 through 20-135

INDIRECT SOURCE:

Cascade Highway - Park Place to Clackamas Community College

ISSUED TO:

Oregon State Highway Division
412 Transportation Building
Salem, Oregon 97310

SOURCE SITE: Oregon City

County: Clackamas

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

William H. Young, Director Date

Permitted Activities

Until such time as this permit is modified or revoked, the Oregon State Highway Division is herewith permitted to construct and operate the above indirect source.

The specific listing of requirements, limitations, and conditions contained herein does not relieve the permittee from complying with all other rules and standards of the Department.

PROPOSED

Permit Conditions for Highway Sections

1. The Highway Section approved for construction and operation shall be as follows:

   Cascade Highway between Park Place Interchange and Molalla Road.

Reporting Requirements

The following reporting requirements shall be a condition of this permit:

2. If construction of the facility approved by this permit has not been completed within 15 months after the issuance date of this permit, the permittee shall submit reports of construction progress to the Department. Such reports shall be submitted initially 15 months after the issuance date of this permit and shall be submitted thereafter annually on the anniversary date of the permit until such time as the permitted construction is completed and the NCIS form has been submitted to the Department. Failure to comply with this condition may constitute justification for revocation of this permit.

Special Conditions

The following special conditions shall be a part of this permit:

3. The permittee shall at all times conduct dust suppression measures to meet the requirements set forth in "Fugitive Emissions" and "Nuisance Conditions" in OAR, Chapter 340, Sections 21-050 through 21-060.

Notice of Construction

4. A notice of construction form, number NC-IS 03-8008 shall be completed and submitted to the Department following construction and prior to operation of this facility.

Permit Number: 03-8008
NCIS No.: 03-8008
Issuance Date:
Page 3 of 3

General Conditions

G1. This permit is subject to revocation for cause, as provided by law, including but not limited to:

a. Misrepresentation of any material fact or lack of full disclosure in the application including any exhibits thereto, or any other additional information requested or supplied in conjunction therewith.

b. Violation of any of the requirements, limitations, or conditions contained herein.

c. Initiating or completing any modifications of this facility which are subject to review by the Department under OAR Chapter 340, Sections 20-100 through 20-135, without prior notice to and approval by the Department.

d. Failure to commence construction of this facility prior to 18 months following the date of issuance of this permit by the applicant.

e. Failure to commence construction of any planned incremental phase of the facility within 18 months of the time period stated for that phase in this permit.

f. Violation of any applicable statute or rule, standard, or order of the Environmental Quality Commission or the Department.

G2. The Director may grant extensions of the time periods stated in this permit upon a satisfactory showing by the permittee that such extension is justified.

G3. Prior to sale or exchange of the indirect source, the owner shall:

a. Notify the Department and supply the following information:

1) Name of new Owner and address of new Owner

2) Responsible person to contact

(a) Address
(b) Telephone number

b. Inform the prospective owner of the requirements, limitations, or conditions contained herein.

NOTE: A new permit with the same conditions as this permit will be issued to the new owner automatically, unless changes in operation of the facility will significantly increase motor vehicle-related emissions. In the case of a change in operations, a review of the changes would be made and appropriate permit conditions developed to ensure compliance with Department rules.

NEWS ITEM ONLY

STATE OF OREGON

DEPARTMENT OF ENVIRONMENTAL QUALITY

INDIRECT SOURCE CONSTRUCTION APPLICATION INFORMATION

The Department of Environmental Quality has completed a preliminary review of an application for construction of the following proposed Indirect Source:

SOURCE NAME: Cascade Highway - Park Place to Clackamas Community College Section (Oregon City Bypass)

SOURCE LOCATION: Oregon City

NAME OF APPLICANT: Oregon State Highway Division

DESCRIPTION OF SOURCE: The proposed project is for the construction of a new four-lane highway section that would serve as a bypass route for the Cascade Highway, which presently passes through downtown Oregon City. The selected alternative is the Corridor B--B Modified route, which goes through the Newell Creek Canyon. Between the project ends (Park Place and Clackamas Community College), the following four access points will be allowed:

1. Washington Street--Clackamas River Road
2. Redland Road connector
3. Beaver Creek Road
4. Clackamas Community College access--Molalla Avenue

The Department's preliminary evaluation, a copy of the proposed permit, and other information pertinent to this proposed facility may be examined at the Office of the Administrator, Air Quality Division, Department of Environmental Quality, 522 Southwest Fifth, Portland, Oregon.

Remarks:

P03800.8C (e)

NEWS ITEM ONLY

STATE OF OREGON

DEPARTMENT OF ENVIRONMENTAL QUALITY

NOTICE OF APPLICATION TO CONSTRUCT AN INDIRECT SOURCE

Those persons described on the attached sheets have applied to the Department of Environmental Quality for a permit to construct an Indirect Source in accordance with Oregon Administrative Rules, Chapter 340, Sections 20-100 through 20-135.

The Department is providing this notice in order to encourage anyone desiring to submit information concerning the applicant(s) or the application(s) which might aid or assist the Department in making an adequate review. Written comments must be submitted prior to:

April 24, 1980

Please address your comments to:

Department of Environmental Quality
Air Quality Division
Planning and Development Section
Box 1760
Portland, OR 97207

The full content of the application, the Department's preliminary review, a copy of the proposed permit, and any other applicable information received to date is available for public inspection at 522 Southwest Fifth, Portland, Oregon, 229-6086. Please contact the main office of the Department if additional information is desired.

P03800.8B (e)

VICTOR ATIYEH
GOVERNOR

Department of Environmental Quality
522 SOUTHWEST 5TH AVE. PORTLAND, OREGON
MAILING ADDRESS: P.O. BOX 1760, PORTLAND, OREGON 97207

RECEIVED
APR 11 1980
Environmental Section

April 3, 1980

Oregon State Highway Division
Attn: Mr. Gary A. Potter
412 Transportation Building
Salem, OR 97310

Final date for Submission of Written
Comments: April 23, 1980

Re: S.W. 72nd Avenue Interchange
Beaverton-Tigard Highway
AQ Highway File No. 34-8009
Proposed Indirect Source Permit

Gentlemen:

Your application for construction of an Indirect Source has been reviewed by the Department of Environmental Quality. The proposed Indirect Source Construction Permit for this facility is attached. You are invited to review the attached copy and submit any comments you may have in writing prior to the date indicated above. If the proposed permit is satisfactory, no response is necessary.

Any comment received from the public notice procedure will be available for your examination at the close of the 20-day notice period.

All comments received from you, the public and governmental agencies will be considered by the Department.

Sincerely,

Howard W. Harris

Howard W. Harris, Coordinator
Transportation Control Program
Air Quality Division

HWH:e
P34800.9A
Attachments
cc: Washington County Planning Agency
City of Tigard Planning Department
Jeff Kaiser, ODOT
Northwest Regional Office

Permit Number: 34-8009
NCIS No.: 34-8009
Issuance Date:

PROPOSED

INDIRECT SOURCE CONSTRUCTION PERMIT

Department of Environmental Quality
522 Southwest Fifth, Portland, OR 97204
Mailing Address: Box 1760, Portland, OR 97207

Issued in accordance with the provisions of
ORS 468.310 and OAR 20-100 through 20-135

INDIRECT SOURCE:

Southwest 72nd Avenue Interchange - Beaverton-Tigard Highway

ISSUED TO:

Oregon State Highway Division
412 Transportation Building
Salem, Oregon 97310

SOURCE SITE:

S.W. 72nd Ave. & Beaverton-Tigard Highway

County:

Marion

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

William H. Young, Director Date

Permitted Activities

Until such time as this permit is modified or revoked, Oregon State Highway Division is herewith permitted to construct and operate the above indirect source.

The specific listing of requirements, limitations, and conditions contained herein does not relieve the permittee from complying with all other rules and standards of the Department.

Permit Conditions for Highway Sections

1. The Highway Section approved for construction and operation shall be as follows:

   Southwest 72nd Avenue Interchange at the Beaverton-Tigard Highway.

Reporting Requirements

The following reporting requirements shall be a condition of this permit:

2. If construction of the facility approved by this permit has not been completed within 15 months after the issuance date of this permit, the permittee shall submit reports of construction progress to the Department. Such reports shall be submitted initially 15 months after the issuance date of this permit and shall be submitted thereafter annually on the anniversary date of the permit until such time as the permitted construction is completed and the NCIS form has been submitted to the Department. Failure to comply with this condition may constitute justification for revocation of this permit.

Special Conditions

The following special conditions shall be a part of this permit:

3. The permittee shall at all times conduct dust suppression measures to meet the requirements set forth in "Fugitive Emissions" and "Nuisance Conditions" in OAR, Chapter 340, Sections 21-050 through 21-060.

Notice of Construction

4. A notice of construction form, number NC-IS 34-8009 shall be completed and submitted to the Department following construction and prior to operation of this facility.

General Conditions

G1. This permit is subject to revocation for cause, as provided by law, including but not limited to:

a. Misrepresentation of any material fact or lack of full disclosure in the application including any exhibits thereto, or any other additional information requested or supplied in conjunction therewith.

b. Violation of any of the requirements, limitations, or conditions contained herein.

c. Initiating or completing any modifications of this facility which are subject to review by the Department under OAR Chapter 340, Sections 20-100 through 20-135, without prior notice to and approval by the Department.

d. Failure to commence construction of this facility prior to 18 months following the date of issuance of this permit by the applicant.

e. Failure to commence construction of any planned incremental phase of the facility within 18 months of the time period stated for that phase in this permit.

f. Violation of any applicable statute or rule, standard, or order of the Environmental Quality Commission or the Department.

G2. The Director may grant extensions of the time periods stated in this permit upon a satisfactory showing by the permittee that such extension is justified.

G3. Prior to sale or exchange of the indirect source, the owner shall:

a. Notify the Department and supply the following information:

1) Name of new Owner and address of new Owner

2) Responsible person to contact

(a) Address
(b) Telephone number

b. Inform the prospective owner of the requirements, limitations, or conditions contained herein.

NOTE: A new permit with the same conditions as this permit will be issued to the new owner automatically, unless changes in operation of the facility will significantly increase motor vehicle-related emissions. In the case of a change in operations, a review of the changes would be made and appropriate permit conditions developed to ensure compliance with Department rules.

[illegible] SED

NEWS ITEM ONLY

STATE OF OREGON

DEPARTMENT OF ENVIRONMENTAL QUALITY

INDIRECT SOURCE CONSTRUCTION APPLICATION INFORMATION

The Department of Environmental Quality has completed a preliminary review of an application for construction of the following proposed Indirect Source:

SOURCE NAME: S.W. 72nd Avenue Interchange (Beaverton-Tigard Highway)

SOURCE LOCATION: Washington County

NAME OF APPLICANT: Oregon State Highway Division
412 Transportation Building
Salem, OR 97310

DESCRIPTION OF SOURCE: The proposed project is for the construction of a full interchange in the form of a folded diamond configuration. The existing interchange is referred to as a half interchange with two terminal ramps located to the east of the 72nd Avenue overcrossing structure. Under the proposal, two new loop ramps would be constructed on the east side of the 72nd Avenue structure, allowing westbound traffic to enter the expressway and eastbound traffic to exit the expressway.

The Department's preliminary evaluation, a copy of the proposed permit, and other information pertinent to this proposed facility may be examined at the Office of the Administrator, Air Quality Division, Department of Environmental Quality, 522 Southwest Fifth, Portland, Oregon.

Remarks:

NEWS ITEM ONLY

STATE OF OREGON

DEPARTMENT OF ENVIRONMENTAL QUALITY

NOTICE OF APPLICATION TO CONSTRUCT AN INDIRECT SOURCE

Those persons described on the attached sheets have applied to the Department of Environmental Quality for a permit to construct an Indirect Source in accordance with Oregon Administrative Rules, Chapter 340, Sections 20-100 through 20-135.

The Department is providing this notice in order to encourage anyone desiring to submit information concerning the applicant(s) or the application(s) which might aid or assist the Department in making an adequate review. Written comments must be submitted prior to:

April 24, 1980

Please address your comments to:

Department of Environmental Quality
Air Quality Division
Planning and Development Section
Box 1760
Portland, OR 97207

The full content of the application, the Department's preliminary review, a copy of the proposed permit, and any other applicable information received to date is available for public inspection at 522 Southwest Fifth, Portland, Oregon, 229-6086. Please contact the main office of the Department if additional information is desired.

P34800.9B (e)

VICTOR ATIYEH
GOVERNOR

Department of Environmental Quality

522 SOUTHWEST 5TH AVE. PORTLAND, OREGON

MAILING ADDRESS: P.O. BOX 1760, PORTLAND, OREGON 97207

RECEIVED
APR 11 1980
Environmental Section

March 31, 1980

Oregon Department of Transportation
Attn: Mr. Gary A. Potter
412 Transportation Building
Salem, OR 97310

Final date for Submission of Written
Comments: April 20, 1980

Re: Northeast 33rd Avenue at
Northeast Broadway Street
AQ Highway File No. 26-8007
Proposed Indirect Source Permit

Gentlemen:

Your application for construction of an Indirect Source has been reviewed by the Department of Environmental Quality. The proposed Indirect Source Construction Permit for this facility is attached. You are invited to review the attached copy and submit any comments you may have in writing prior to the date indicated above. If the proposed permit is satisfactory, no response is necessary.

Any comment received from the public notice procedure will be available for your examination at the close of the 20-day notice period.

All comments received from you, the public and governmental agencies will be considered by the Department.

Sincerely,

Howard W. Harris

Howard W. Harris, Coordinator
Transportation Control Program
Air Quality Division

HWH:d
P26800.7A
Attachments
cc: Jeff Kaiser, ODOT
Steve Dotterrer, Portland Bureau of Planning
Cynthia Kurtz, Office of Planning and Development
Northwest Regional Office

EQ-1

Permit Numb 26-8007
NCIS No.: 26-8007
Issuance Date:
Page 1 of 3

PROPOSED

INDIRECT SOURCE CONSTRUCTION PERMIT

Department of Environmental Quality
522 Southwest Fifth, Portland, OR 97204
Mailing Address: Box 1760, Portland, OR 97207

Issued in accordance with the provisions of
ORS 468.310 and OAR 20-100 through 20-135

INDIRECT SOURCE:

N.E. 33rd and Broadway Section

ISSUED TO:

Oregon Department of Transportation, Metro Section
5821 Northeast Glisan Street
Portland, OR 97213

SOURCE SITE:

N.E. 33rd Avenue
at Broadway Street

COUNTY:

Multnomah

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

William H. Young, Director Date

Permitted Activities

Until such time as this permit is modified or revoked, the Oregon Department of Transportation is herewith permitted to construct and operate the above indirect source.

The specific listing of requirements, limitations, and conditions contained herein does not relieve the permittee from complying with all other rules and standards of the Department.

PROPOSED

Permit Conditions for Highway Sections

1. The Highway Section approved for construction and operation shall be as follows:

   Northeast 33rd Avenue at Northeast Broadway Street

Reporting Requirements

The following reporting requirements shall be a condition of this permit:

2. If construction of the facility approved by this permit has not been completed within 15 months after the issuance date of this permit, the permittee shall submit reports of construction progress to the Department. Such reports shall be submitted initially 15 months after the issuance date of this permit and shall be submitted thereafter annually on the anniversary date of the permit until such time as the permitted construction is completed and the NCIS form has been submitted to the Department. Failure to comply with this condition may constitute justification for revocation of this permit.

Special Conditions

The following special conditions shall be a part of this permit:

3. The permittee shall at all times conduct dust suppression measures to meet the requirements set forth in "Fugitive Emissions" and "Nuisance Conditions" in OAR, Chapter 340, Sections 21-050 through 21-060.

Notice of Construction

4. A notice of construction form, number NC-IS 26-8007 shall be completed and submitted to the Department following construction and prior to operation of this facility.

General Conditions

G1. This permit is subject to revocation for cause, as provided by law, including but not limited to:

   a. Misrepresentation of any material fact or lack of full disclosure in the application including any exhibits thereto, or any other additional information requested or supplied in conjunction therewith.

   b. Violation of any of the requirements, limitations, or conditions contained herein.

   c. Initiating or completing any modifications of this facility which are subject to review by the Department under OAR Chapter 340, Sections 20-100 through 20-135, without prior notice to and approval by the Department.

PROPOSED

d. Failure to commence construction of this facility prior to 18 months following the date of issuance of this permit by the applicant.

e. Failure to commence construction of any planned incremental phase of the facility within 18 months of the time period stated for that phase in this permit.

f. Violation of any applicable statute or rule, standard, or order of the Environmental Quality Commission or the Department.

G2. The Director may grant extensions of the time periods stated in this permit upon a satisfactory showing by the permittee that such extension is justified.

G3. Prior to sale or exchange of the indirect source, the owner shall:

a. Notify the Department and supply the following information:

1) Name of new Owner and address of new Owner

2) Responsible person to contact

(a) Address
(b) Telephone number

b. Inform the prospective owner of the requirements, limitations, or conditions contained herein.

NOTE: A new permit with the same conditions as this permit will be issued to the new owner automatically, unless changes in operation of the facility will significantly increase motor vehicle-related emissions. In the case of a change in operations, a review of the changes would be made and appropriate permit conditions developed to ensure compliance with Department rules.

STATE OF OREGON

DEPARTMENT OF ENVIRONMENTAL QUALITY

INDIRECT SOURCE CONSTRUCTION APPLICATION INFORMATION

The Department of Environmental Quality has completed a preliminary review of an application for construction of the following proposed Indirect Source:

SOURCE NAME: Northeast 33rd and Broadway Section

SOURCE LOCATION: Northeast 33rd Avenue at Northeast Broadway Street

NAME OF APPLICANT: Oregon Department of Transportation, Metro Section

DESCRIPTION OF SOURCE:

> The proposed project is for the construction of two left turn refuges. One refuse would be constructed on Northeast 33rd Avenue, north of its intersection with Northeast Broadway Street. It would serve Southbound traffic turning to the east onto Northeast Broadway Street. The other refuge would be on Northeast Broadway Street west of its intersection with Northeast 33rd Avenue. It would serve eastbound traffic turning to the north onto Northeast 33rd Avenue. Street widening would occur on Northeast 33rd Avenue between Northeast Hancock Street and Northeast Broadway Street.

The Department's preliminary evaluation, a copy of the proposed permit, and other information pertinent to this proposed facility may be examined at the Office of the Administrator, Air Quality Division, Department of Environmental Quality, 522 Southwest Fifth, Portland, Oregon.

P26800.7C

NEWS ITEM ONLY

STATE OF OREGON

DEPARTMENT OF ENVIRONMENTAL QUALITY

NOTICE OF APPLICATION TO CONSTRUCT AN INDIRECT SOURCE

Those persons described on the attached sheets have applied to the Department of Environmental Quality for a permit to construct an Indirect Source in accordance with Oregon Administrative Rules, Chapter 340, Sections 20-100 through 20-135.

The Department is providing this notice in order to encourage anyone desiring to submit information concerning the applicant(s) or the application(s) which might aid or assist the Department in making an adequate review. Written comments must be submitted prior to:

April 21, 1980

Please address your comments to:

Department of Environmental Quality
Air Quality Division
Planning and Development Section
Box 1760
Portland, OR 97207

The full content of the application, the Department's preliminary review, a copy of the proposed permit, and any other applicable information received to date is available for public inspection at 522 Southwest Fifth, Portland, Oregon, 229-6086. Please contact the main office of the Department if additional information is desired.

P26800.7B

ROAD DESIGN 378-6558

J. B. Boyd
Manager, Right of Way

April 3, 1980

J. H. Versteeg
Road Design Engineer

File 51136-McAllister
Park Place-Clackamas Community College Sec.
Cascade Highway South
Clackamas County

Attached is a description (3 parcels), an authorization, and prints for subject project, scheduled for the Fiscal Third Quarter, 82.

This file was requested early so that relocation may begin.

By: ORIGINAL SI
W. H. WAKERLIG

W. H. Wakerlig
R/W Descriptions Engineer

WHW:cj
Attachments

9592 3-80

Final Noise Study Report

Oregon City Bypass
ORE-213
Clackamas County

RECEIVED
MAY 27 1982
ROAD DESIGN
SECTION

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

Do Not File ☐
Return To
Bring Up / /
Action

Prepared by

Oregon Department of Transportation
Technical Services Branch
Steven Lindland

March, 1980

I. Project Description

The Oregon City Bypass project is a proposal to reroute ORE-213. The proposed route will be located to the East of Oregon City, (see Figure 7-1). The northern end of the project is at the Park Place Interchange of I-205. The southern end is at ORE-213 near Clackamas Community College. Two alternative routes have been studied. Corridor A parallels Holly Lane. Corridor B is located in Newell Creek Canyon.

For ease of study, the project has been divided into three segments:

Segment 1: This segment starts at Park Place Interchange and ends at Redland Road. The alignment of the bypass is the same for both Corridor A and Corridor B.

Segment 2: This segment starts at Redland Road and ends at Beaver Creek Road. Each corridor has its own alignment.

Segment 3: This segment starts at Beaver Creek Road and ends at ORE-213 near Clackamas Community College. Again, both corridors use the same alignment.

Of these two alternatives, a modified Corridor B alignment has been selected for advancement in the Final Environmental Impact Statement. For a more detailed description of the project, see the Project Description Section in the Final Environmental Impact Statement.

II. Land Use Subject to Noise Impacts

The land use in the project areas is quite varied. The types of land use found are residential, commercial, industrial, and rural. The existing route of ORE-213 passes through rural land at the southern end of the project. The land use changes, near the Beaver Creek Road Intersection, to commercial with mixed residential. This land use continues until the ORE-213 route follows Washington Street. Between 8th Street and 14th Street on Washington Street, the land use is primarily residential. Continuing on Washington Street, the land use is primarily commercial activities. At the northern end of the project a sanitary land fill is situated on the east side of the road. The downtown area is all commercial except for a few residences on 14th Street. The rural roads affected (Maple Lane, Holly Lane, and Redland Road) pass through rural areas with scattered residential use.

The proposed bypass routes pass through rural areas. Much of this is undeveloped. Corridor A comes closer to the residences and farms located along Holly Lane. Corridor B is more isolated in the wooded canyon.

Four schools are located along the affected routes. Eastman School is located along the existing ORE-213 route at 7th Street and Harrison Street. Ogden Junior High School is located on Donnavan Road just off Holly Lane (this school is situated between Corridor A and Corridor B). North Clackamas Christian School is located on the west side of ORE-213 near the southern end of the project. Clackamas Community College is also located near the southern end of the project, but is situated east of ORE-213.

III. Existing Sound Environment

The existing sound environment is quite diversified. The manmade sound sources in the project area include traffic on roadways, aircraft, and industrial/commercial activities. Natural sounds which can be heard, come from birds, dogs, and the wind through the trees. These two lists are by no means complete, but do show how different the sound environment can be from location to location.

To establish the intensity of these sounds and their combined affect at various locations, 18 measurement sites were selected. (See Figure 7-1.) These sites are located along the existing traffic routes and near the route of the proposed bypass. The measurement site data and the measurement results are given in Table 7-1. A description of the measurement procedure is provided in Appendix B, while the description of the noise characteristics at each site is provided in Appendix D.

Light and jet aircraft seem to be a common occurrence in this area. The extent to which they contribute to the overall sound environment is primarily dependent upon the amount of traffic noise present. Locations near heavily traveled roads have high enough traffic noise levels to effectively mask or hide the aircraft sound. Most of the areas along the proposed bypass routes are far enough away from heavy traffic that the aircraft sounds are easily heard. The 8 light aircraft measured generated peak sound levels varying between 45-67 dBA. The 5 jet aircraft measured generated peak sound levels varying between 46-62 dBA.

FIGURE 7-1
NOISE
MONITORING SITES

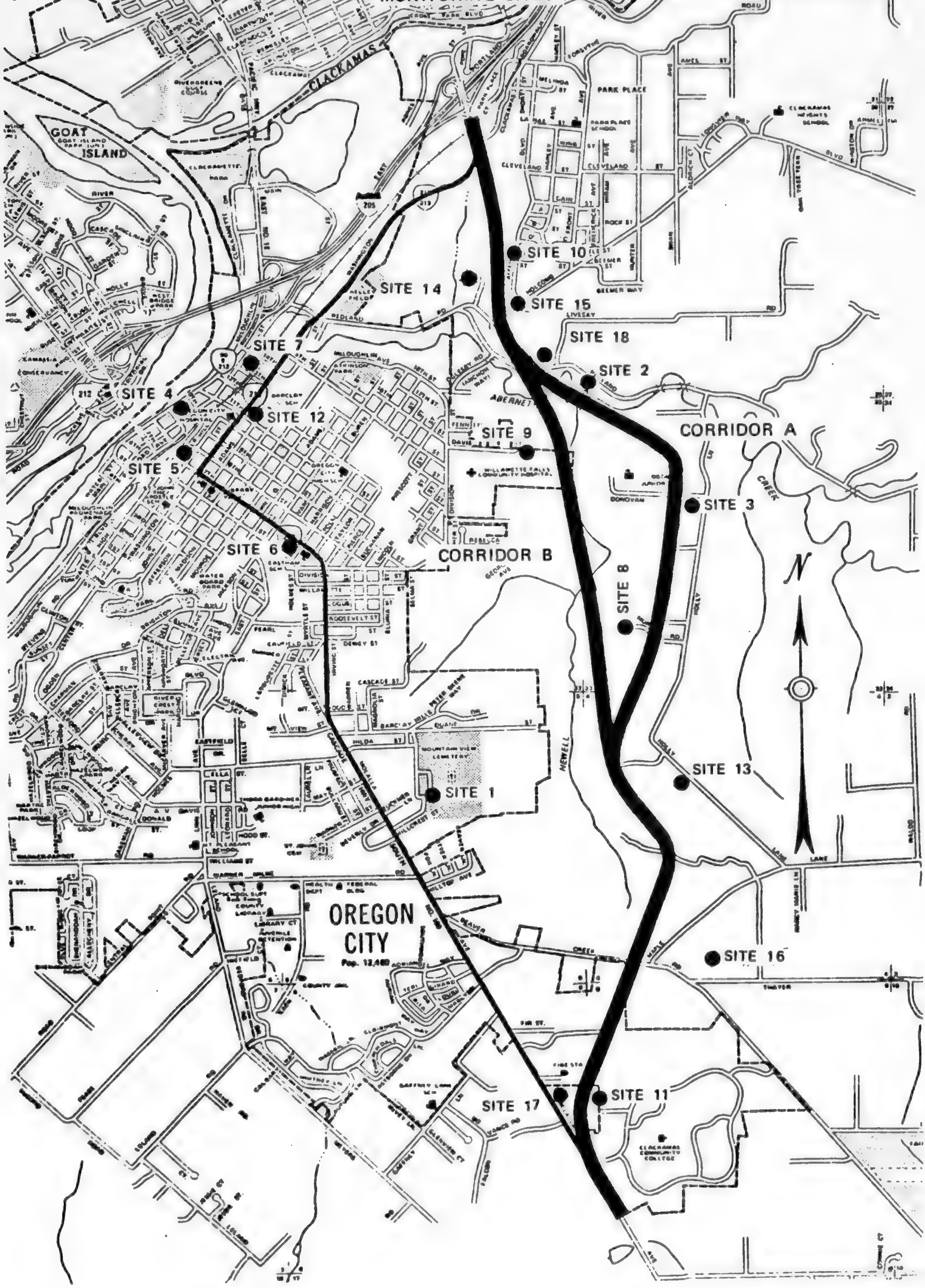

SITE 1
SITE 2
SITE 3
SITE 4
SITE 5
SITE 6
SITE 7
SITE 8
SITE 9
SITE 10
SITE 11
SITE 12
SITE 13
SITE 14
SITE 15
SITE 16
SITE 17
SITE 18
CORRIDOR A
CORRIDOR B
OREGON CITY
GOAT ISLAND
CLACKAMAS
PARK PLACE
N

TABLE 7-1

Measurement Site Data and Measurement Results

Site	Location	Distance-Rd. Centerline	Equivalent Hourly Traffic Volume	L_{eq} Level (dBA)
#1	Mt. View Cemetery	—	—	42
#2	Redland Rd.	100 ft.	A - 300 T - 18	60
#3	Donnavan Road	100 ft.	A - 10 T - 3	47
#4(a)	Main St. & 9th St.	20 ft.	A - 630 T - 23	71
#4(b)	Main St. & 9th St.	20 ft.	A - 650 T - 24	70
#5	7th St. & Center St.	100 ft.	A - 800 T - 24	60
#6	7th St. & Harrison St.	50 ft.	A - 1300 T - 65	72
		150 ft.		63
#7	Main St. & 13th St.	20 ft.	A - 460 T - 15	67
#8	Morton Rd.	—	—	46
#9	E. Davis St.	—	—	49
#10	Behind Residence on Apperson St.	—	—	58
#11	Clackamas C.C.	About 750 ft.	A - 740 T - 14	44
#12	Washington St. & 11th St.	30 ft.	A - 1460 T - 42	74
		240 ft.		56
#13	Holly Road	100 ft.	A - 180 T - 6	55
#14	Redland Rd. & Holcomb Blvd.	—	—	49
#15	Holcomb Blvd. & Apperson Blvd.	125 ft.	A - 270 T - 9	53
#16	Beaver Creek Rd. & Thayer Rd.	550 ft.	A - 400 T - 20	52
#17	Followers of Christ Church	370 ft.	A - 680 T - 49	55
#18	Residence on Redland Rd.	—	—	53

IV. Traffic Noise Analysis

The evaluation of traffic noise is required by the Federal Highway Administration through the Federal-Aid Highway Program Manual 7-7-3. There are two methods by which traffic noise impacts can be determined. These are discussed below.

1) Design Noise Levels - Design noise levels are established according to various types of land use (see Figure 7-2). Activity Category "B" is of special concern since it includes the exterior noise levels at resiidences, churches, schools, and parks. The design noise level for this category is L_{eq} 67 dBA.*

2) Noise Increase Criteria - When the predicted traffic noise substantially exceeds the existing sound levels, by 10 dBA, a traffic noise impact is said to occur.**

Traffic noise projections were made with the FHWA prediction model. This model computes noise levels using automobile volumes, truck volumes, vehicular speed, and distance from the roadway.

The worst traffic noise period of the day was determined by analyzing the peak vehicular hour and the peak truck hour, (see Appendix C for traffic data). This analysis showed the peak truck hour to have higher noise levels than the peak vehicular hour. The L_{eq} level for this period was then calculated for a position 50 feet from road centerline. Figure 7-3 and Table 7-2 give the results of these calculations for the No-Build Alternative and the Build Alternative in 1977 and 1997. As shown, the Build Alternative will have varying effects upon the traffic noise levels along the existing roads. The changes range

---

*The L_{eq} level is an equivalent continuous sound level which would contain the same sound energy as a time varying sound of the same duration. The measurement units are decibels with an A-weighted frequency response (dBA). This measurement unit closely matches the hearing characteristics of the human ear. (See Appendix A.)

**Sound level increases of about 3 dBA can be assumed to be the smallest change detectable by people. A 10 dBA increase is usually perceived as a doubling of loudness.

FIGURE 7-2

DESIGN NOISE LEVEL/ACTIVITY RELATIONSHIPS 1/

Activity Category	*Design Noise Levels - dBA 2/*		*Description of Activity Category*
	$L_{eq}(h)$	*$L_{10}(h)$*	
A 3/	*57 (Exterior)*	*60 (Exterior)*	*Tracts of land which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose. Such areas could include amphitheaters, particular parks or portions of parks, open spaces, or historic districts which are dedicated or recognized by appropriate local officials for activities requiring special qualities of serenity and quiet.*
B 3/	*67 (Exterior)*	*70 (Exterior)*	*Picnic areas, recreation areas, playgrounds, active sports areas, and parks which are not included in Category A and residences, motels, hotels, public meeting rooms, schools, churches, libraries, and hospitals.*
C	*72 (Exterior)*	*75 (Exterior)*	*Developed lands, properties or activities not included in Categories A or B above.*
D	*--*	*--*	*For requirements on undeveloped lands see paragraphs 11a and c.*
E 4/	*52 (Interior)*	*55 (Interior)*	*Residences, motels, hotels, public meeting rooms, schools, churches, libraries, hospitals, and auditoriums.*

1/ See Paragraph 8 for method of application.

2/ Either L_{10} or L_{eq} (but not both) design noise levels may be used on a project.

3/ Parks in Categories A and B include all such lands (public or private which are actually used as parks as well as those public lands officially set aside or designated by a governmental agency as parks on the date of public knowledge of the proposed highway project.

4/ See Paragraphs 8c, d, and e for method of application.

FIGURE 7-2
ROAD SECTION KEY AND TRAFFIC NOISE LEVEL CHANGES

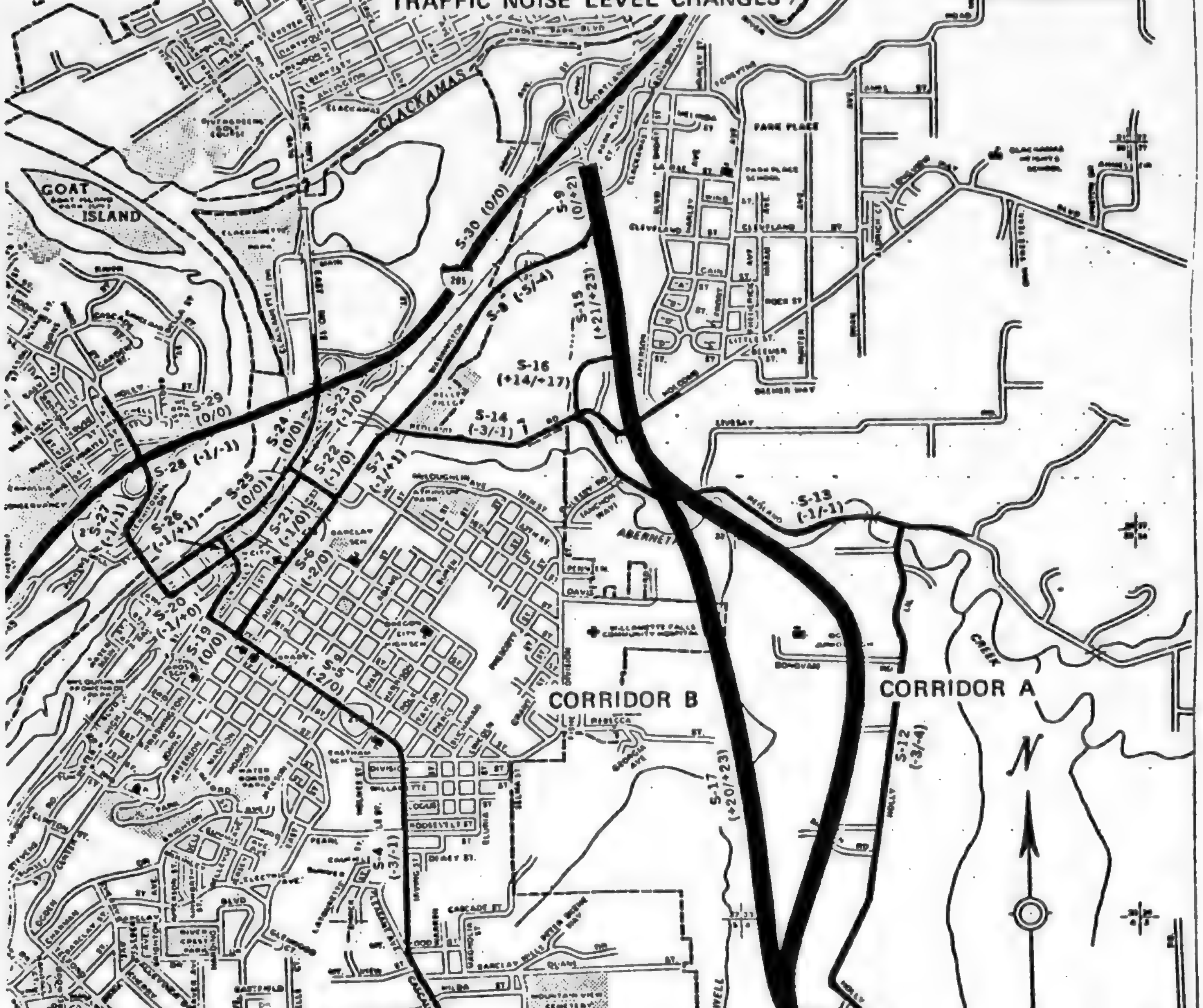

GOAT ISLAND
CLACKAMAS
S-30 (0/0)
S-9 (0/+2)
S-8 (-5/-4)
S-15 (+21/+23)
S-16 (+14/+17)
S-14 (-3/-1)
S-13 (-1/-1)
S-29 (0/0)
S-28 (-1/-1)
S-24 (0/0)
S-23 (-1/0)
S-22 (-1/0)
S-7 (-1/+1)
S-25 (0/0)
S-26 (-1/+1)
S-27 (-1/-1)
S-21 (-1/0)
S-6 (-2/0)
S-20 (-1/+0)
S-19 (0/0)
S-5 (-2/0)
CORRIDOR B
CORRIDOR A
S-17 (+20/+23)
S-12 (-3/-4)
N
S-4 (-3/-1)
S-3 (-2/-1)
S-2 (0/+1)
S-11 (-2/-3)
OREGON CITY
Pop. 12,480
S-10 (-2/-1)
S-10A (0/+2)
S-1 (-3/-1)
S-18 (+16/+19)
SCALE: 1" = 2000 Ft.
0
1000
2000
4000
ROAD SECTION NUMBER: S-1
Changes in Traffic Noise Levels
Due to Build Alternative (in dBA)

TABLE 7-2

Peak Truck Hour L_{eq} Level at 50 feet from Road Centerline

Road Section	No-Build Alternative		Build Alternative	
	1977	1997	1977	1997
1	69 dBA	69 dBA	66 dBA	68 dBA
2	67	67	67	68
3	69	70	67	69
4	68	68	65	67
5	71	70	69	70
6	71	71	69	71
7	65	64	64	65
8	72	72	67	68
9	72	73	72	75
10	68	68	66	67
10A	68	68	68	70
11	62	64	60	61
12	61	64	58	60
13	66	68	65	67
14	66	66	63	65
15	-	-	71	73
16	-	-	64	67
17	-	-	70	73
18	-	-	66	69
19	63	63	63	63
20	65	66	64	66
21	63	64	62	64
22	59	59	58	59
23	59	58	58	58
24	71	72	71	72
25	68	68	68	68
26	53	52	52	53
27	61	62	60	61
28	62	63	61	62
29	76	80	76	80
30	76	80	76	80
31 - Without High Rocks Bridge	78	81	78	81
32 - With High Rocks Bridge	78	81	78	81

from decreasing the existing traffic noise along Washington Street by 5 dBA in 1977 to increasing traffic noise along Beaver Creek Road by 2 dBA in 1997. The calculations also showed that the Build Alternative will not change the traffic noise levels along I-205 or McLoughlin Boulevard.

The data in Table 7-2 was then used to determine the location of the L_{eq} 67 dBA contour (the design noise level for Activity Category B). The results of this analysis are given in Table 7-3. This analysis assumed no reduction in traffic noise from acoustic shielding or ground cover.* Thus, the actual location of the L_{eq} 67 dBA contour may lie nearer to the road, if either of these two conditions are present.

The road sections affected by the Build Alternative (all but I-205 and McLoughlin Boulevard) were surveyed for traffic noise impacts. This survey included a more detailed analysis using aerial photos, topograpical maps, and field reconnaissance. From this information, local acoustic shielding and ground cover effects were approximated. The impacted receptors were then identified.

Activities included in Activity Category C (Businesses) were also surveyed for traffic noise impacts. As shown in Table 7-2, the only affected road sections that have predicted traffic noise levels above the design noise level (L_{eq} 72 dBA) were sections #8 and #9. These impacts were also tabulated.

The receptors being impacted by substantial sound level increases resulting from the Build Alternative were also identified.

The total number of impacts in the study area, for both criteria are given in Table 7-4. In addition, the number of impacts located along the proposed bypass route by segment and corridor are given in Table 7-5.

---

*Natural topographical features or man-made structures blocking all or part of the line-of-sight between the sound source (traffic) and the sound receptor (residences, schools, etc.) act as acoustic barriers and reduce the amount of sound received. Ground covered with vegetation will also reduce the amount of sound received if the line-of-site averages less than 10 feet above the ground.

TABLE 7-3

L_{eq} 67 dBA Contour Distance From Road Centerline*

Road Section	No-Build Alternative		Build Alternative	
	1977	1997	1977	1997
1	80 ft.	80 ft.	40 ft.	65 ft.
2	50	50	50	65
3	80	100	50	80
4	65	65	30	50
5	125	100	80	100
6	125	125	80	125
7	30	25	25	30
8	160	160	50	65
9	160	200	160	315
10	65	65	40	50
10A	65	65	65	100
11	Less than 20	25	Less than 20	Less than 20
12	Less than 20	25	Less than 20	Less than 20
13	40	65	30	50
14	40	40	Less than 20	30
15	—	—	125	200
16	—	—	25	50
17	—	—	100	225
18	—	—	40	80
19	20	20	20	20
20	30	40	25	40
21	20	25	Less than 20	25
22	Less than 20	Less than 20	Less than 20	Less than 20
23	Less than 20	Less than 20	Less than 20	Less than 20
24	125	160	125	160
25	65	65	65	65
26	Less than 20	Less than 20	Less than 20	Less than 20
27	Less than 20	Less than 20	Less than 20	Less than 20
28	Less than 20	20	Less than 20	Less than 20
29	400	1,000	400	1,000
30	400	1,000	400	1,000
31 - Without High Rocks Bridge	630	1,200	630	1,200
32 - With High Rocks Bridge	630	1,200	630	1,200

*Assuming no reduction in traffic noise from acoustic shielding or ground cover.

TABLE 7-4

Number of Receptors Impacted by Traffic Noise Along Existing Roads and Proposed Bypass Route

	No-Build Alternative		Build Alternative - W/O Mitigation			
			Corridor A		Corridor B	
	1977	1997	1977	1997	1977	1997
Residences	116	118	91	128	85	123
Apartments	11	11	10	11	10	11
Schools	1	1	3*	3*	2	2
Churches	2	2	3	3	2	2
Funeral Homes	2	2	2	2	2	2
Parks	2	2	1	1	1	1
Businesses	7	7	0	0	0	0
City Halls	1	1	1	1	1	1

*One receptor is a school athletic field.

TABLE 7-5

Number of Receptors Impacted By Traffic Noise Along Bypass Route Only

		1977	1997 W/O Mitigation	1997 With Mitigation
Segment #1:	Residences	4	4	4
Segment #2:				
Corridor A	Residences	6	6	6
	Schools (Ogden J.H.)	1*	1*	1
	Church	1	1	1
Corridor B	Residences	0	1	1
Segment #3:	Residences	0	3	3
	Schools (Clackamas C.C.)	1	1	0
Beaver Creek Rd.	Residences	7	7	7

*One receptor is a school athletic field.

The results of this impact analysis show that the initial effect of the Build Alternative will be to reduce the number of residential impacts in 1977. By 1997 though, the number of impacts for the Build Alternative will be larger than for the No-Build Alternative. The bypass route using Corridor A will impact a total of 20 residences, Corridor B 15 residences.

The number of impacted apartment complexes will not change significantly with alternative or year.

The No-Build Alternative will impact the Eastman School on 7th Street. This school will still be impacted under the Build Alternative. Corridor A of bypass segment #2 may impact a portion of Ogden Junior High School's athletic field. Right-of-way requirements will necessitate the relocation of a soft ball and a hard ball field. The new location of these facilities is not certain, but the area east of the school and adjacent to the proposed bypass is a possibility. If this option is chosen, traffic noise impacts will probably occur. Corridor B should not impact this school. Bypass segment #3 will impact the Orchard Center Complex of Clackamas Community College. The Build Alternative should increase the existing sound levels at these buildings by 12 dBA (perceived as a doubling of loudness). These buildings currently house the science classes, a child care/child education center and an outside play area.

The No-Build Alternative will impact two churches, one on 7th Street and one on Washington Street. These two churches will also be impacted under the Build Alternative. Corridor A of bypass segment #2 will impact the Church of Latter Day Saints on Donnavan Road. Corridor B will not impact this church.

Two funeral homes on 7th Street will be impacted under the No-Build Alternative. They will also be impacted under the Build Alternative.

The No-Build Alternative will impact the park surrounding the Oregon City Library and Kelley Field. The Build Alternative will eliminate the impact at Kelley Field, but not at the city library park.

Seven businesses along Washington Street will be impacted under the No-Build Alternative, along Road Section #8. These impacts will be eliminated if the Build Alternative is implemented.

The city hall on 7th Street will be impacted under both alternatives.

Although not listed, much undeveloped land along the bypass routes will have traffic noise over the design noise level and the existing sound levels will be substantially increased.

In addition, some of the residences in the vicinity of the bypass will experience moderate sound level increases (2-8 dBA). These two conditions; while currently not in conflict with federal guidelines, will generally degrade the existing sound environment of the area and could conflict with design noise levels if land development is not designed to be compatible with predicted noise levels.

V. Evaluation of Noise Abatement Measures

Reduction of noise levels may be accomplished with sound barriers, such as suitable walls or earthen berms. To be effective, sound barriers must be high enough to break the view between the sound source and the sound receiver. They should be long enough or situated to prevent the flaking of noise around the ends of the barrier. The barriers must also be designed so that sound cannot pass through the barrier and reach the receiver.

The impacted activities along both bypass corridors were investigated for possible mitigative measures. It was found that in some cases, with additional right-of-way, earthen berms could be constructed to eliminate the noise impacts. Only in one area was there insufficient room for berms. In this location a combination wall/earthen berm was analyzed.

Sound barriers can mitigate traffic noise impacts at ten locations, see Figure 7-4. Of these ten sound barriers, five barriers are located along Segment 2 of Corridor A. These five sound barriers were discussed in the noise study report for the Draft Environmental Impact Statement. Since Corridor B is the alternative selected for further study, data concerning the sound barriers along Corridor A will not be repeated in this report. Inquiries about the five sound barriers are directed to the previous study.

The five remaining sound barriers are located along the alignment for Corridor B. These barriers are discussed in more detail below:

> Sound Barrier A - This sound barrier would reduce the projected traffic noise at a residence, located at Station 94+00, 340 ft. Right. An earthen berm would have to lie parallel to the right-of-way line for the bypass and the Redland Road extension. This berm would be 1,000 ft. long and 14-34 ft. high, see Table 7-6. This sound barrier would reduce traffic noise in half (by 10 dBA). The resulting traffic noise levels are shown in Table 7-7. As shown, this reduction would eliminate the traffic noise impact.

FIGURE 7-4
POSSIBLE SOUND BARRIER LOCATIONS

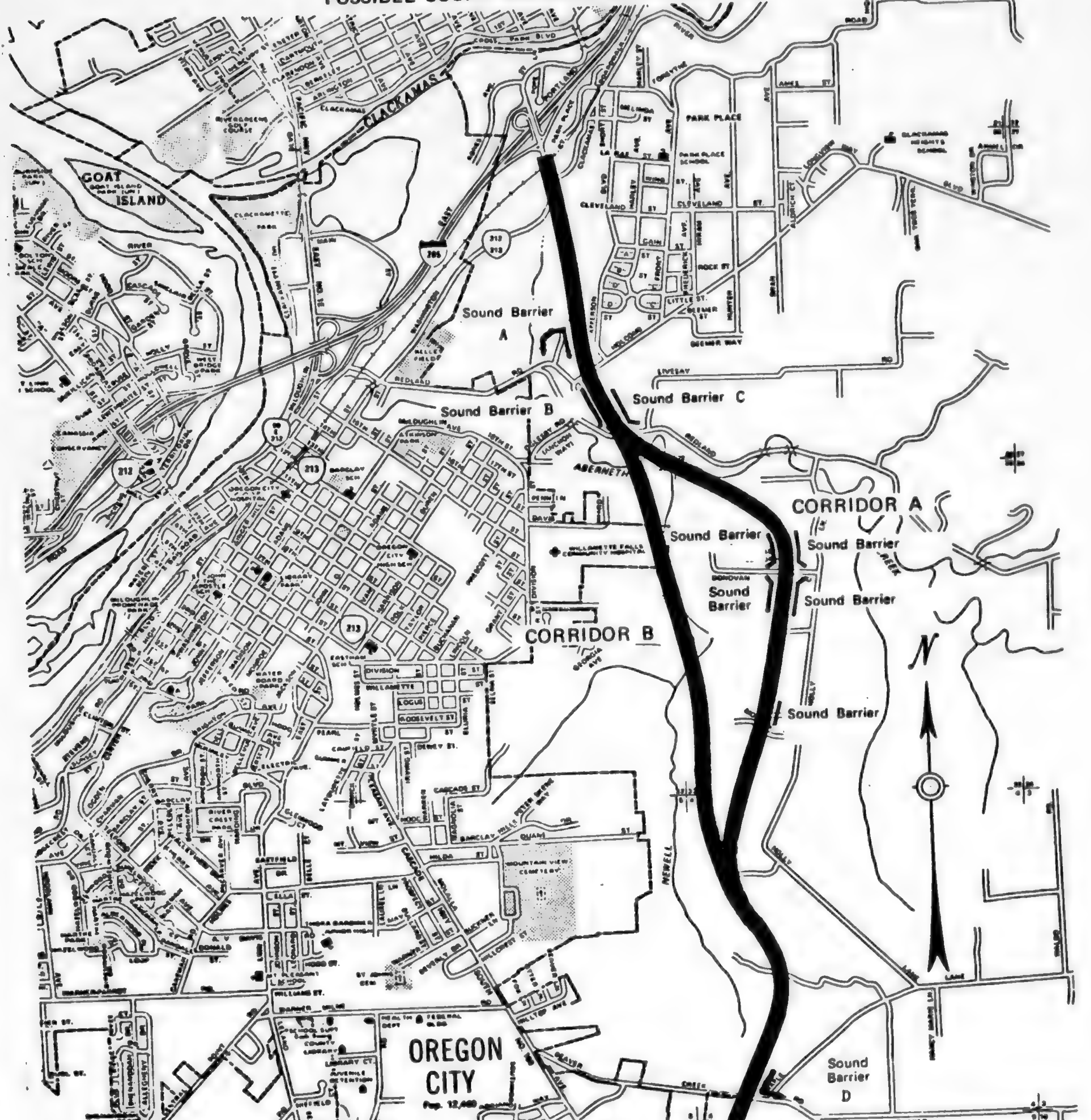

GOAT ISLAND
CLACKAMAS
PARK PLACE
Sound Barrier A
Sound Barrier B
Sound Barrier C
CORRIDOR A
Sound Barrier
Sound Barrier
Sound Barrier
Sound Barrier
Sound Barrier
CORRIDOR B
N
OREGON CITY
Sound Barrier D
Sound Barrier E
SCALE: 1" = 2000 Ft.
0
1000
2000
4000

Figure 7-4(a)

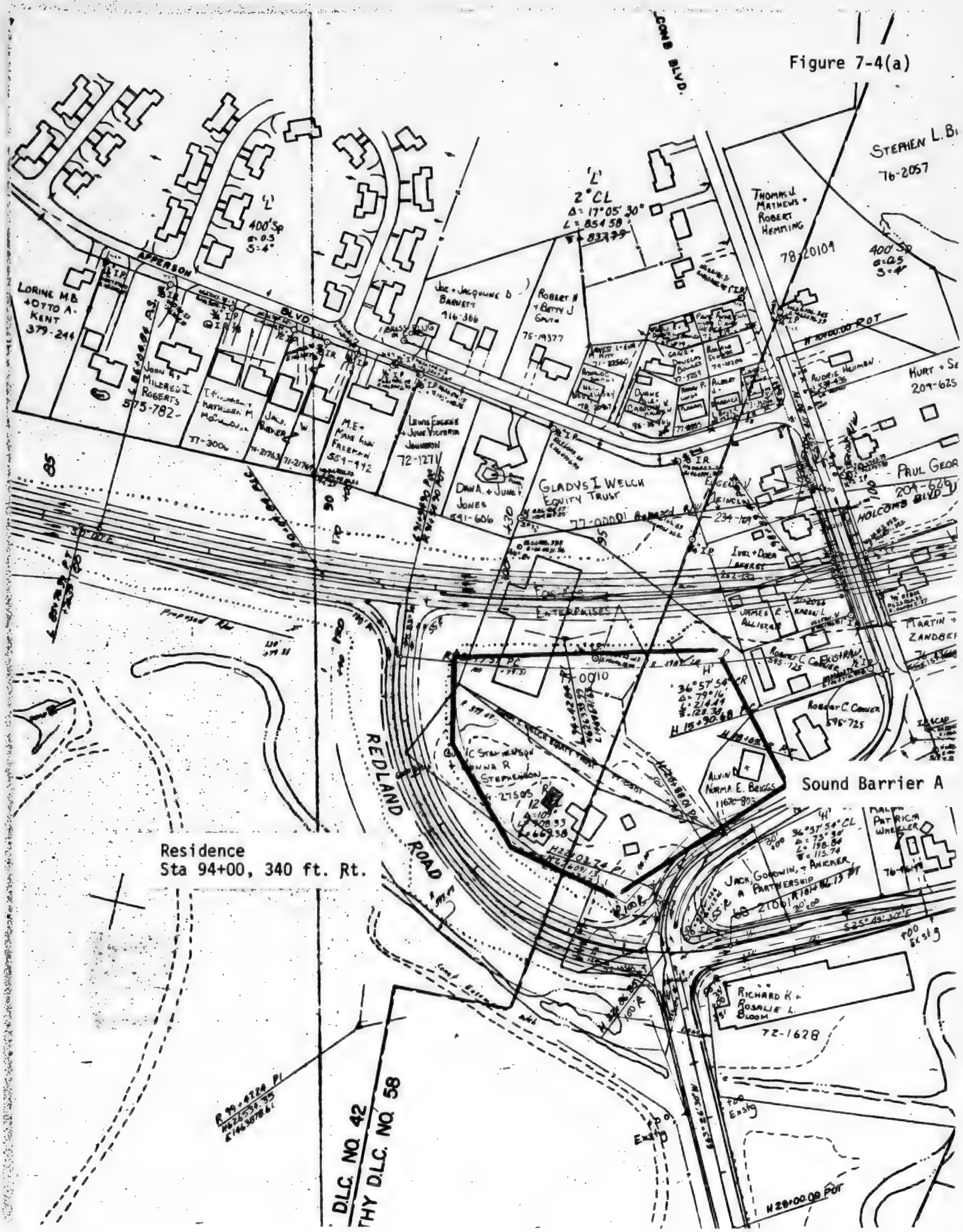

Sound Barrier A
Residence
Sta 94+00, 340 ft. Rt.
REDLAND ROAD
HOLCOMB BLVD.
APPERSON BLVD.
GLADYS I WELCH EQUITY TRUST
STEPHEN L. B
76-2057
THOMAS L MATHEWS + ROBERT HEMMING
78-20109
LORINE M.B. + OTTO A. KENT
379-244
JOHN A + MILDRED I ROBERTS
575-782
JACK GOODWIN + A PARTNERSHIP
RICHARD K + ROSALIE L BLOOM
72-1628
ALVIN + NORMA E. BRIGGS
ROBERT C. CARVER
595-725
PAUL GEORG
209-626
KURT + SE
209-625
MARTIN + ZANDBER
ENTERPRISES
D.L.C. NO. 42
THY D.L.C. NO. 58
H 28+00.00 POT

Figure 7-4(b)

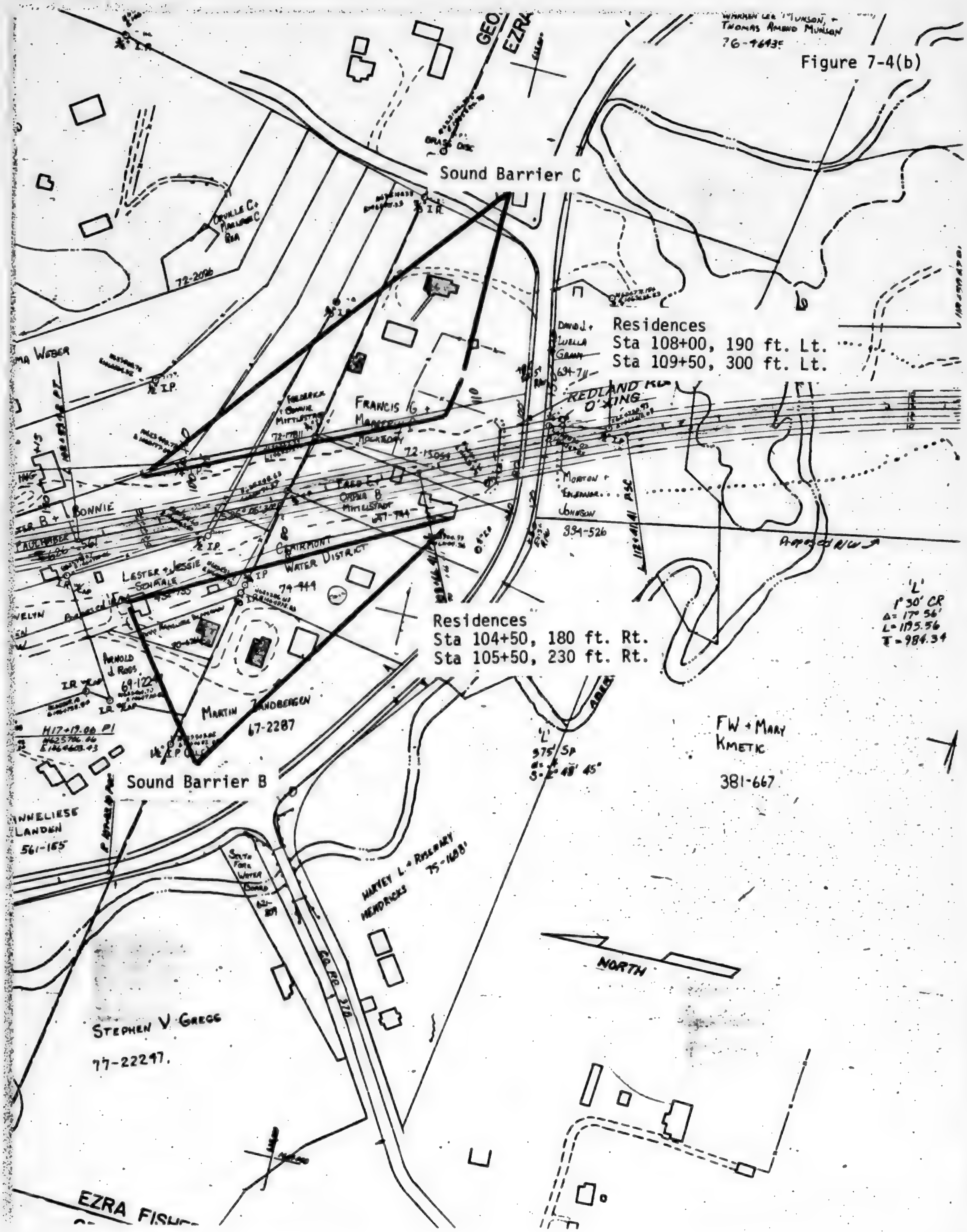

Sound Barrier C
Residences
Sta 108+00, 190 ft. Lt.
Sta 109+50, 300 ft. Lt.
Residences
Sta 104+50, 180 ft. Rt.
Sta 105+50, 230 ft. Rt.
Sound Barrier B
Warren Lee Munson, + Thomas Amond Munson
76-4643
72-2096
Redland Rd. O'Xing
Francis G. + Margery
Frederick + Bonnie Mittlestadt
72-1781
Fred E + Orpha B Mittlestadt
David J + Luella Grant
634-711
Morton + Eleanor Johnson
334-526
Lester + Jessie Schaale
Clairmont Water District
74-444
Arnold J. Roos
69-1224
Martin Sandbergen
67-2287
'L' 1° 30' CR
Δ= 17° 56'
L= 1195.56
T= 984.34
'L' 975' SP
FW + Mary Kmetic
381-667
Anneliese Landen
561-165
South Fork Water Board
Harvey L + Rosemary Hendricks
75-1688
Stephen V Gregg
77-22247
NORTH
Ezra Fisher

Figure 7-4(c)

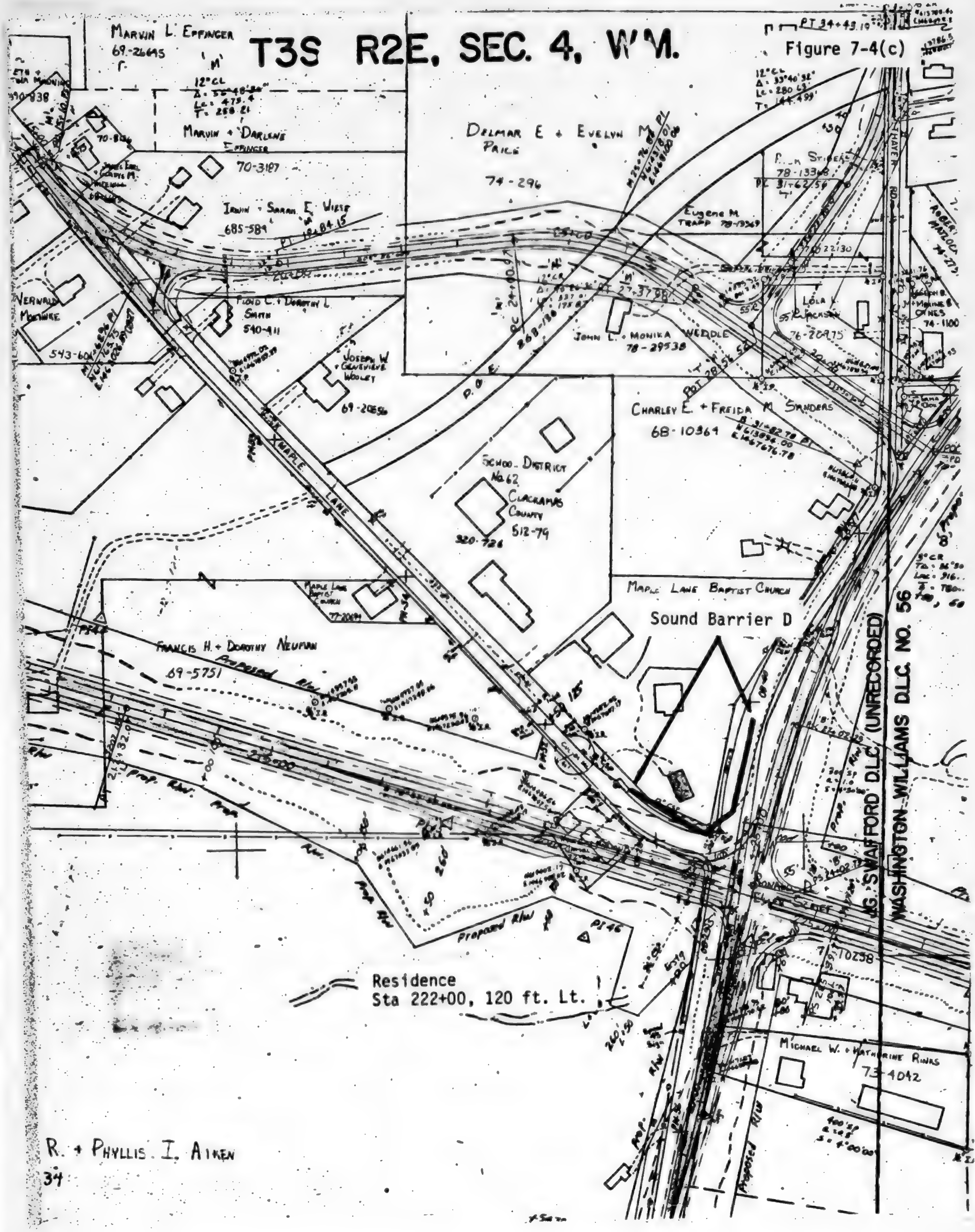

T3S R2E, SEC. 4, W.M.
Marvin L. Effinger
69-26695
Marvin + Darlene Effinger
70-3187
Delmar E + Evelyn M. Price
74-296
Irwin + Sarah E. Wiese
685-589
Floyd C. + Dorothy L. Smith
540-411
543-601
Joseph W + Genevieve Wooley
69-20556
Maple Lane
Eugene M. Trapp 78-13369
78-13348
John L. + Monika Weddle
78-29538
Lola K. Jackson
76-20975
74-1100
Charley E. + Freida M. Sanders
68-10364
School District No. 62
Clackamas County
512-79
320-726
Maple Lane Baptist Church
Sound Barrier D
Francis H. + Dorothy Neuman
69-5751
Proposed R/W
Prop. R/W
J.G. Swafford D.L.C. (Unrecorded)
Washington Williams D.L.C. No. 56
Residence
Sta 222+00, 120 ft. Lt.
71-10258
Michael W. + Katherine Rings
73-4042
R. + Phyllis I. Aiken
34
PT 34+43.10

Figure 7-4(d)

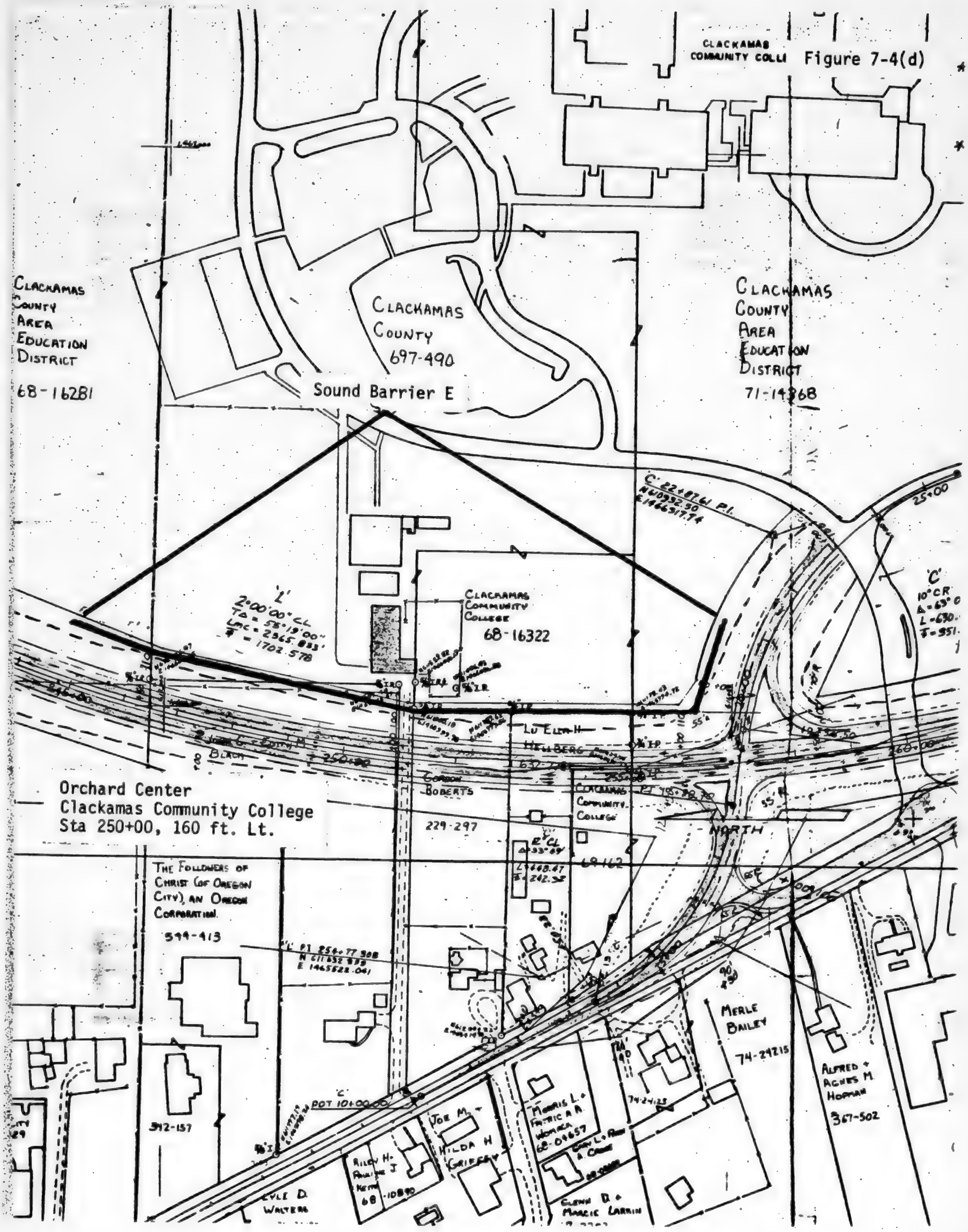

CLACKAMAS COMMUNITY COLL
CLACKAMAS COUNTY AREA EDUCATION DISTRICT
68-16281
CLACKAMAS COUNTY
697-490
CLACKAMAS COUNTY AREA EDUCATION DISTRICT
71-14368
Sound Barrier E
'L'
2°00'00" CL
CLACKAMAS COMMUNITY COLLEGE
68-16322
'C'
25+00
250+00
260+00
LU ELLA H. HELLBERG
632-718
JOHN G. & EDITH M. BLACH
GORDON ROBERTS
229-297
CLACKAMAS COMMUNITY COLLEGE
69-162
NORTH
Orchard Center
Clackamas Community College
Sta 250+00, 160 ft. Lt.
THE FOLLOWERS OF CHRIST (OF OREGON CITY), AN OREGON CORPORATION.
599-413
592-157
MERLE BAILEY
74-29215
ALFRED & AGNES M. HOFMAN
367-502
74-24125
MORRIS L. & PATRICIA A. WOMACK
68-09657
JOE M. & HILDA H. GRIFFEY
RILEY H. & PAULINE J. KEITH
68-10890
LYLE D. WALTERS
GLENN D. & MARGIE LARKIN
POT 10+00.00

TABLE 7-6

Sound Barrier Data

Sound Barrier	Road Stationing	Type	Length	Height	Reduction
A	"R"99+50, Lt. to "L"96+50, Rt.	Berm	1,000 ft.	14-34 ft.	10 dBA
B	"L"103+00, Rt. to "L"109+00, Rt.	Berm	600 ft.	10-30 ft.	10 dBA
C	"L"103+75, Lt. to "L"110+00, Lt.	Berm	700 ft.	10-20 ft.	4/10 dBA*
D	"L"221+25, Lt. to "B"27+00, Lt.	Wall/Berm	400 ft.	12-24 ft.	6 dBA
E	"L"244+50, Lt. to "L"257+00, Lt.	Berm	1,300 ft.	8-10 ft.	10 dBA

*The 4 dBA reduction is for the residence at Sta. 109+50, 300 feet left and the 10 dBA reduction is for the residence at Sta. 108+00, 190 feet left.

TABLE 7-7

Projected Traffic Noise Levels for Areas Protected by Sound Barriers
(1997 L_{eq} Levels)

Sound Barrier	Activity Area Protected	Existing	Build Alternative Without Barrier	Build Alternative With Barrier
A	Residence - Sta. 94+00, 340 ft. Rt.	50 dBA	65 dBA	55 dBA
B	Residences - Sta. 104+50, 180 ft. Rt. Sta. 105+50, 230 ft. Rt.	53 dBA	67 dBA	57 dBA
C	Residences -	53 dBA		
	Sta. 108+00, 190 ft. Lt.		63 dBA	54 dBA
	Sta. 109+50, 300 ft. Lt.		61 dBA	57 dBA
D	Residence - Sta. 222+00, 120 ft. Lt.	67 dBA	67 dBA	61 dBA
E	Orchard Center, C.C.C. - Sta. 250+50, 160 ft. Lt.	50 dBA	62 dBA	52 dBA

Sound Barrier B - This sound barrier would reduce the projected traffic noise at two residences. The two residences are located at Station 104+50, 180 ft. Right and at Station 105+50, 230 ft. Right. An earthen berm 10-30 ft. high and 600 ft. long could reduce traffic noise levels in half (by 10 dBA). Thus, this sound barrier would eliminate noise impacts.

Sound Barrier C - This sound barrier would reduce the projected traffic noise at two residences. These two residences are located at Station 108+00, 190 ft. Left and Station 109+50, 300 ft. Left. The closest residence is impacted. The other one is not impacted but will be exposed to a moderate increase in noise (8 dBA). An earthen berm 10-20 ft. high and 700 ft. long could eliminate the noise impact by reducing traffic noise in half (by 10 dBA) at the residence closest to the roadway. The residence farthest from the roadway would have traffic noise reduced by a lesser amount (by 4 dBA).

Sound Barrier D - This sound barrier would reduce the projected traffic noise for a residence, located at Station 222+00, 120 ft. Left. This barrier would need to be a combination wall and earthen berm. An 8 ft. high wall would be placed atop a 4 ft. fill for a distance of 200 feet along the bypass right-of-way line. The remaining portion of this sound barrier would be an earthen berm situated along Beaver Creek Road. This portion of the sound barrier is 24 ft. high and 200 ft. long. This barrier reduces traffic noise only moderately (by 6 dBA), but the noise impact is still eliminated.

Sound Barrier E - This sound barrier would reduce the projected traffic noise at the Orchard Center of Clackamas Community College, Station 250+00, 160 ft. Left. An earthen berm 1,300 ft. long and 8-10 ft. high would reduce traffic noise in half (by 10 dBA). Thus, the noise impact would be eliminated.

These five sound barriers would eliminate traffic noise impacts at 5 residences and a school. The remaining 10 impacted residences have direct access to the roadway. These accesses would not allow the design of effective sound barriers, for an access would require an opening in a barrier. This opening would let large amounts of traffic noise through, significantly reducing a barrier's noise shielding properties. Therefore, the mitigation of traffic noise impacts with sound barriers is not practical at these 10 residences.

VI. Traffic Noise Mitigation Conclusions

The Federal Highway Administration requires the consideration of all feasible noise mitigative measures in the design at a highway. Although mitigation of traffic noise impacts with sound barrier may be feasible, it may not be desirable or economically practical. The benefits and costs of each sound barrier will be discussed below.

Sound Barrier A - This barrier will eliminate the noise impact at one residence. The estimated cost for berm construction and additional right-of-way is $90,000, see Table 7-8. The cost per dBA reductive per residence is $9,000. The cost of this sound barrier is judged to out-weigh the benefits provided. Therefore, this barrier is not proposed for inclusion into the project.

Sound Barrier B - This barrier will eliminate the noise impact at two residences. Though feasible, a berm of this height is judged impractical because of aesthetic and cost considerations. In addition, this berm would encroach upon the Clairmont Water District property and facilities, requiring some right-of-way and possibly the relocation of a building or storage tank. For these reasons, this sound barrier is not proposed for inclusion into the project.

Sound Barrier C - This barrier will eliminate the noise impact at one residence and will reduce the predicted traffic noise at another residence. The estimated cost for berm construction and additional right-of-way is $35,000. The cost per dBA reduction per residence is $2,500. The cost of this sound barrier is judged to out-weigh the benefits provided. Therefore, this barrier is not proposed for inclusion into the project.

Sound Barrier D - This barrier will eliminate the noise impact at one residence. The estimated cost for berm construction and for an eight-foot timber wall is $34,000. The cost per dBA reduction per residence is $5,700. The cost of this sound barrier is judged to

TABLE 7-8

Sound Barrier Price Estimates

Sound Barrier	Type	Total Cost	Cost Per dBA Reduction Per Residence
A	Berm	$90,000	$9,000
B	Berm	--	--
C	Berm	$35,000	$2,500
D	Wall/Berm	$34,000	$5,700
E	Berm	$36,000	--

*This includes the cost for additional right-of-way, if any is needed.

out-weigh the benefits provided. Therefore, this barrier is not proposed for inclusion; into this projet.

Sound Barrier E - This barrier will eliminate the noise impact at the Orchard Center science education facility and child education/child care facility at Clackamas Community College. The estimated cost for berm construction is $36,000. An expenditure of this amount is justified on the basis of low cost and the anticipated benefit of reducing noise impacts for a large number of students and children attending the Center each day. Therefore, this barrier is recommended for inclusion into the project.

VII. Construction Noise Analysis

Areas adjacent to the project will also be exposed to additional noise during construction. This noise will be emitted by various pieces of construction equipment. Figure 7-5 shows the typical ranges of noise levels for construction equipment (at 50 feet) which might be used during project construction.

As shown in Figure 7-5, areas adjacent to the right-of-way line should be exposed to high noise levels during project construction. Although of a temporary nature, the additional noise can be quite annoying. This is especially true during the quiter nighttime hours. Therefore, construction time constraints will be included in the construction specifications as follows:

> "Construction activities within 1,000 ft. of any occupied residence will not be allowed on Sundays, legal holidays, or on other days between 10:00 p.m. and 6:00 a.m. Exceptions to this provision can be provided by the resident engineer."
>
> "Pile driving or blasting activities within 3,000 ft. of any occupied residence will not be allowed on Sundays, legal holidays, or on other days between 8:00 p.m. and 8:00 a.m. Exceptions to this provision can be provided by the resident engineer."

In addition, any sound barriers included into the project will be built during the early stages of construction. This scheduling will allow the sound barriers to reduce construction noise as well as projected traffic noise.

The following construction noise abatement measures will be included in the project construction specifications:

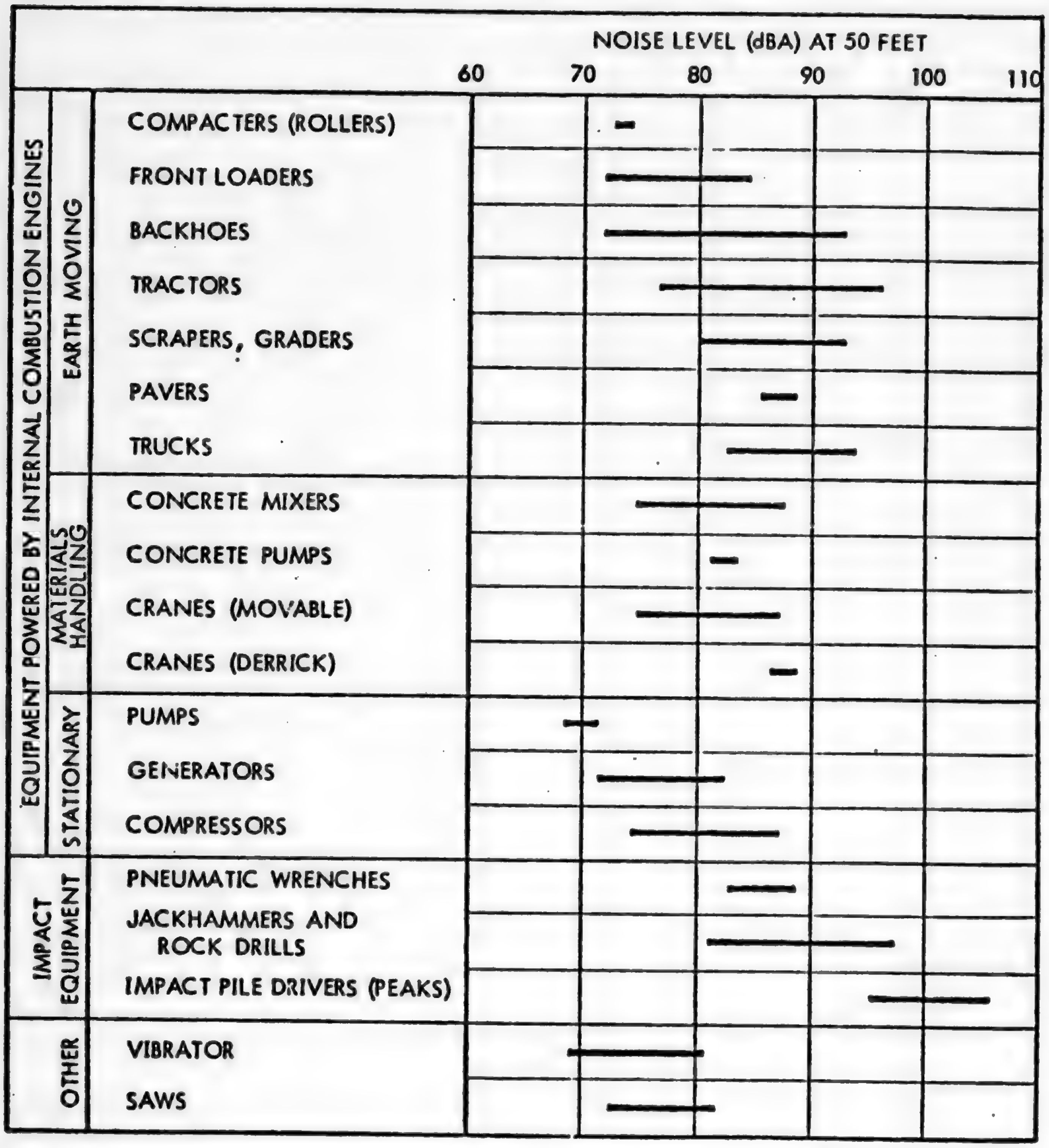
1. No construction shall be performed within 1,000 feet of an occupied dwelling unit on Sundays, legal holidays and between the hours of 10:00 p.m. and 6:00 a.m. on other days without the approval of the engineer.
2. All equipment used shall have sound control devices no less effective than those provided on the original equipment. No equipment shall have an unmuffled exhaust.
3. All equipment shall comply with pertinent equipment noise standards of the U.S. Environmental Protection Agency.
4. No pile driving or blasting operations shall be performed within 3,000 feet of an occupied dwelling unit on Sundays, legal holidays and between the hours of 8:00 p.m. and 8:00 a.m. on other days, without the approval of the engineer.
5. The noise from rock crushing or screening operations performed within 3,000 feet of any occupied dwelling shall be mitigated by strategic placement of material stockpiles between the operation and the affected dwelling or by other means approved by the engineer.

Should a specific noise impact complaint occur during the construction of the project, the contractor at his own expense may be required to implement one or more of the following noise mitigations as directed by the engineer.

1. Locate stationary construction equipment as far from nearby noise sensitive properties as possible.
2. Shut off idling equipment.
3. Reschedule construction operations to avoid periods of noise annoyance identified in the complaint.
4. Notify nearby residents whenever extremely noisy work will be occurring.
5. Install permanent or portable acoustic barriers around stationary construction noise sources.

Figure 7-5

Construction Equipment Noise Ranges



Appendix A

Terminology

Sound is composed of a series of pressure waves within the atmosphere. The human ear can detect some of these atmospheric disturbances. The weakest pressure wave that can be heard by a person with good hearing in a very quiet surrounding is 0.00002 Newton per square meter (N/m^2). Very high pressures, about 200 N/m^2, can actually become painful.

A logarithmic scale, the decibel system, has been selected to describe this range of hearing. The measurement unit is the decibel, dB. The equation for this descriptor is:

$$\text{decibel} = 10 \log \left(\frac{\text{pressure}}{0.00002 \text{ Newton per square meter}} \right)^2$$

Using this scale, the weakest sound which can be heard (0.00002 N/m^2) is 0 dB. The pressure creating pain (about 200 N/m^2) is 140 dB.

Pressure waves also vary in frequency; that is, the number of pressure waves generated per second. The unit of measurement for this property is Hertz. One wave per second is equal to one Hertz, two waves per second is equal to two Hertz, and so on. The hearing range of most people is 20 - 20,000 Hertz. People perceive these different frequencies as a change in pitch.

The ear is more sensitive to some frequencies than to others. Because of this, a 100 Hertz sound and a 1,000 Hertz sound, both with the same pressure or decibel level, will be perceived with different loudnesses. The difference between the true decibel level and the perceived sound level is dependent upon frequency. The "A-scale" is a frequency weighting system which closely represents the average human hearing response. It has become the most widely accepted frequency weighting system today. A graph showing the frequency corrections is provided in Figure 7A-1. A sound level adjusted with this system is called decibels "A-weighted" or dBA. Figure 7A-2 lists some common indoor/outdoor sounds and their approximate sound level in dBA.

People can not detect a 1 dBA increase in sound. A 2-3 dBA increase is typically needed to have a perceivable change. A doubling of the dBA level, say from 50 dBA to 100 dBA, does not constitute a perceived doubling of loudness. A 10 dBA increase is needed to achieve a loudness doubling, 50 dBA to 60 dBA. To put this in perspective, increasing the acoustic output of a sound source by two times will increase the overall sound level by only 3 dBA. For example, two 50 dBA sound sources will produce a total level of 53 dBA. Thus, a doubling of traffic volumes on a road will create a change in loudness which is just barely noticeable.

Noise levels decrease as the distance from the sound source increases. The reduction rate varies with the type of source. Theoretically, a point source has a rate described as a 6 dBA reduction per doubling of distance from the source. A line source has a 3 dBA reduction per doubling of distance. Depending on the traffic loading, the reduction rate for highway noise generally falls between 3 and 6 dBA.

The numerical description of sound within the environment often requires additional information, for sound levels often change randomly. This is the case with traffic noise. Figure 7A-3 shows how the sound level of traffic noise can vary. To describe such a period of sound, a measurement system is used which determines the sound level that is exceeded 10% of the time period, Figure 8A-3. The resulting descriptor is called the L_{10} level. This descriptor has been found to correlate well with traffic generated noise. An alternate descriptor is the L_{eq} Level. This is an equivalent continous sound level which would contain the same sound energy as a time varying sound of the same duration, Figure 7A-3.

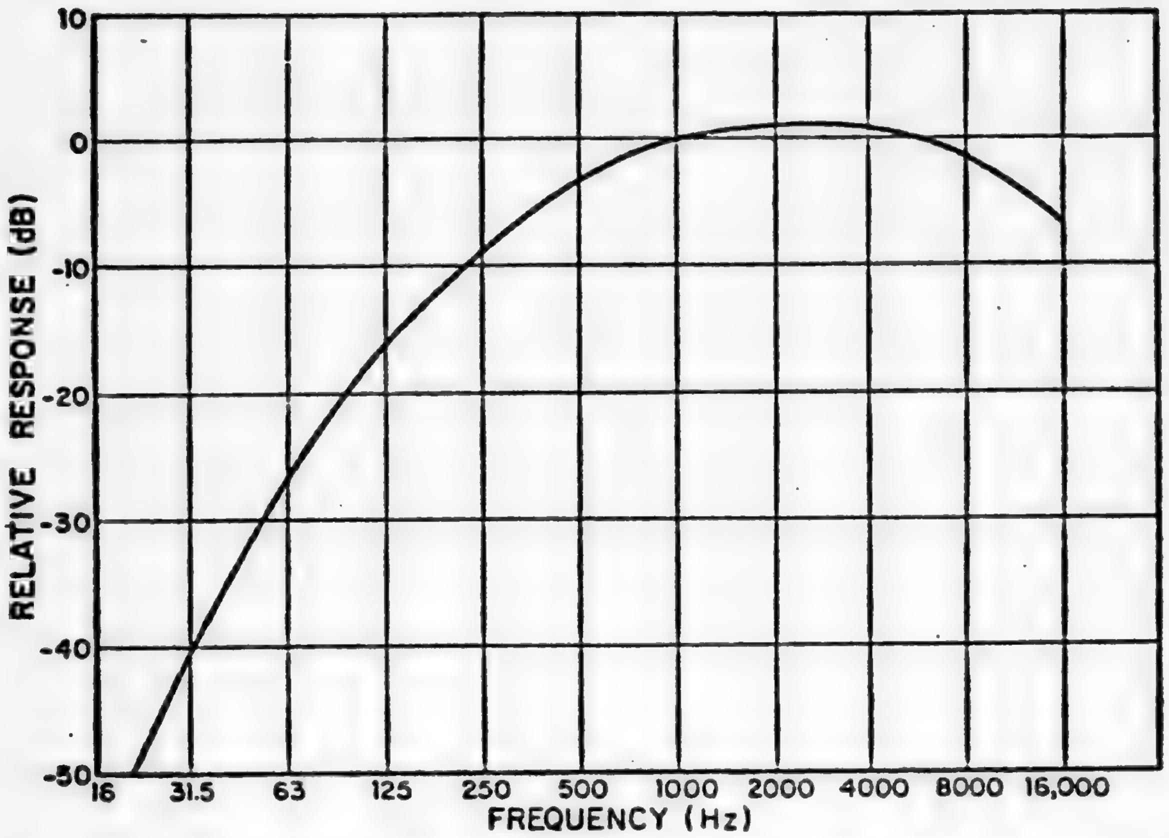
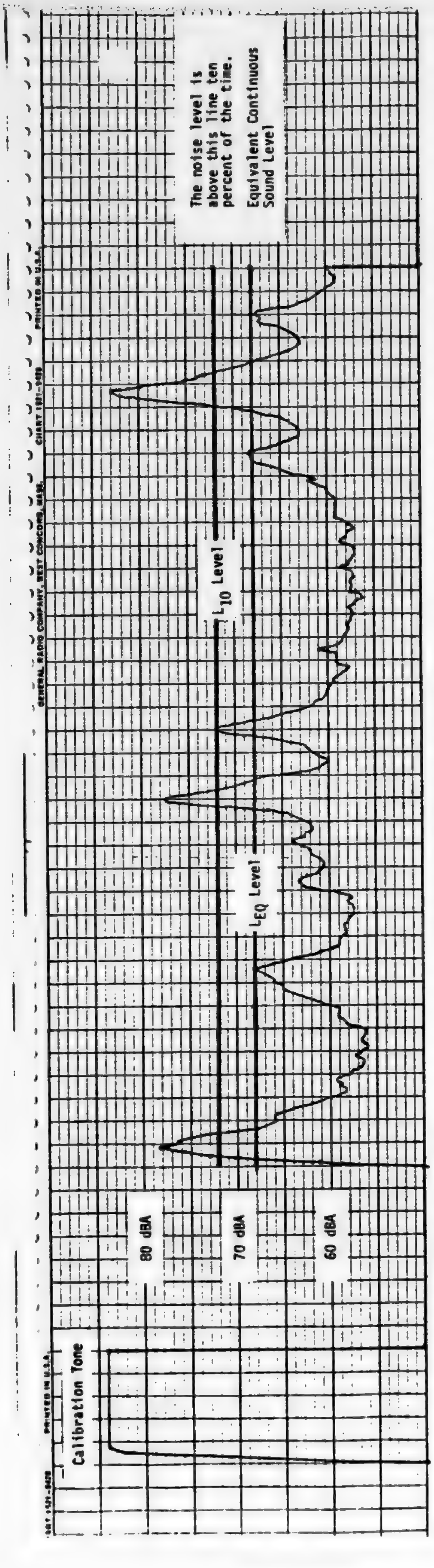


FIGURE 7A-1 ELECTRICAL FREQUENCY RESPONSE SPECIFIED FOR THE A-SCALE FILTER OF SOUND LEVEL METERS (ANSI S1.4-1971)

FIGURE 7A-2

TYPICAL A WEIGHTED SOUND PRESSURE LEVELS

	140	(THRESHOLD OF PAIN)
50 HP SIREN (100')		
	130	
JET TAKEOFF (200')		
	120	(UNCOMFORTABLY LOUD)
ROCK-N-ROLL BAND		
RIVETING MACHINE	110	
	100	(VERY LOUD)
FARM TRACTOR		
MOTOR CYCLE (25')	90	
DIESEL TRUCK 40 MPH (50')		
GARBAGE DISPOSAL	80	(MODERATELY LOUD)
VACUUM CLEANER (10')	70	
PASSENGER CAR 65 MPH (25')		
AIR CONDITIONING UNIT (20') NORMAL CONVERSATION	60	
PRIVATE BUSINESS OFFICE	50	(QUIET)
	40	
SOFT WHISPER (5')		
RUSTLING OF LEAVES	30	(VERY QUIET)
STUDIO FOR SOUND PICTURES	20	
	10	(JUST AUDIBLE)
	0	(THRESHOLD OF HEARING) 1000- 4000 HZ
	SOUND LEVEL, dBA	


The noise level is above this line ten percent of the time.
Equivalent Continuous Sound Level
L_{10} Level
L_{EQ} Level
80 dBA
70 dBA
60 dBA
Calibration Tone
GENERAL RADIO COMPANY, WEST CONCORD, MASS.
CHART 1521-9478
PRINTED IN U.S.A.

FI RE 7A-3

Appendix B

Sound Level Measurement Methodology

Sound level measurements are taken in two phases, data acquisition and data reduction. The equipment used for data acquisition includes a sound level meter, microphone and cable, wind screen, calibrator, tripod, and tape recorder. The tripod holds the microphone in position, typically at 5 feet above the ground. The wind screen is used to reduce wind turbulence noise. To maintain a high degree of accuracy, the sound level meter is adjusted with the calibrator before every measurement. The calibrator emits a constant standardized tone. A sample of this tone is recorded to also allow for instrumentation adjustment during the data reduction phase. A 10-20 minute recording of existing sound levels is taken along with a simultaneious traffic count of autos and trucks. Other sources of sound affecting the readings are also noted. A complete description of the measurement site is made. Such a description includes distance from the roadway, number of traffic lanes, angular exposure to the roadway, topography, buildings, vegetation, location, date, and time.

Data reduction is done in the office. The equipment set-up consists of a sound level meter, tape recorder, and graphic level recorder. The recorded calibration tone permits the graphic level recorder to be properly adjusted. The graphic level recorder produces a strip chart with a plot of the measured sound levels, Figure 7B-1. The output speed of the strip chart allows readings to be taken every 6 seconds. These readings are tabulated on a data sheet in 1 dBA increments. The final form is a sound level vs. time distribution graph, Figure 7B-2. The sound level increment separating the highest 10 percentile is then noted and recorded as the L_{10} level. In addition, the L_{eq} level is calculated.

FIGURE 7B-1

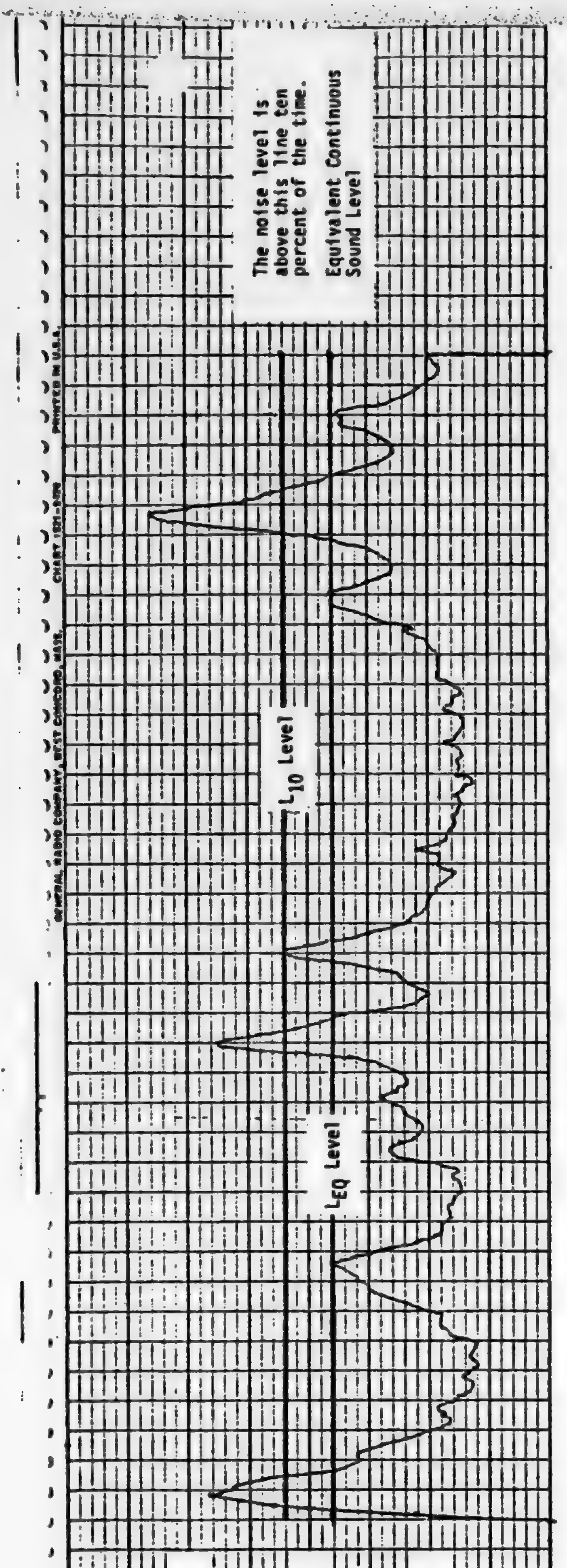

The noise level is above this line ten percent of the time.
Equivalent Continuous Sound Level
L_{10} Level
L_{EQ} Level
80 dBA
70 dBA
60 dBA
Calibration Tone
GENERAL RADIO COMPANY, WEST CONCORD, MASS.
CHART 1521-9
PRINTED IN U.S.A.

Figure 7B-2

SOUND SURVEY DATA SHEET

PROJECT: State Ave. L1 ___ SITE: 3741 State Ave.

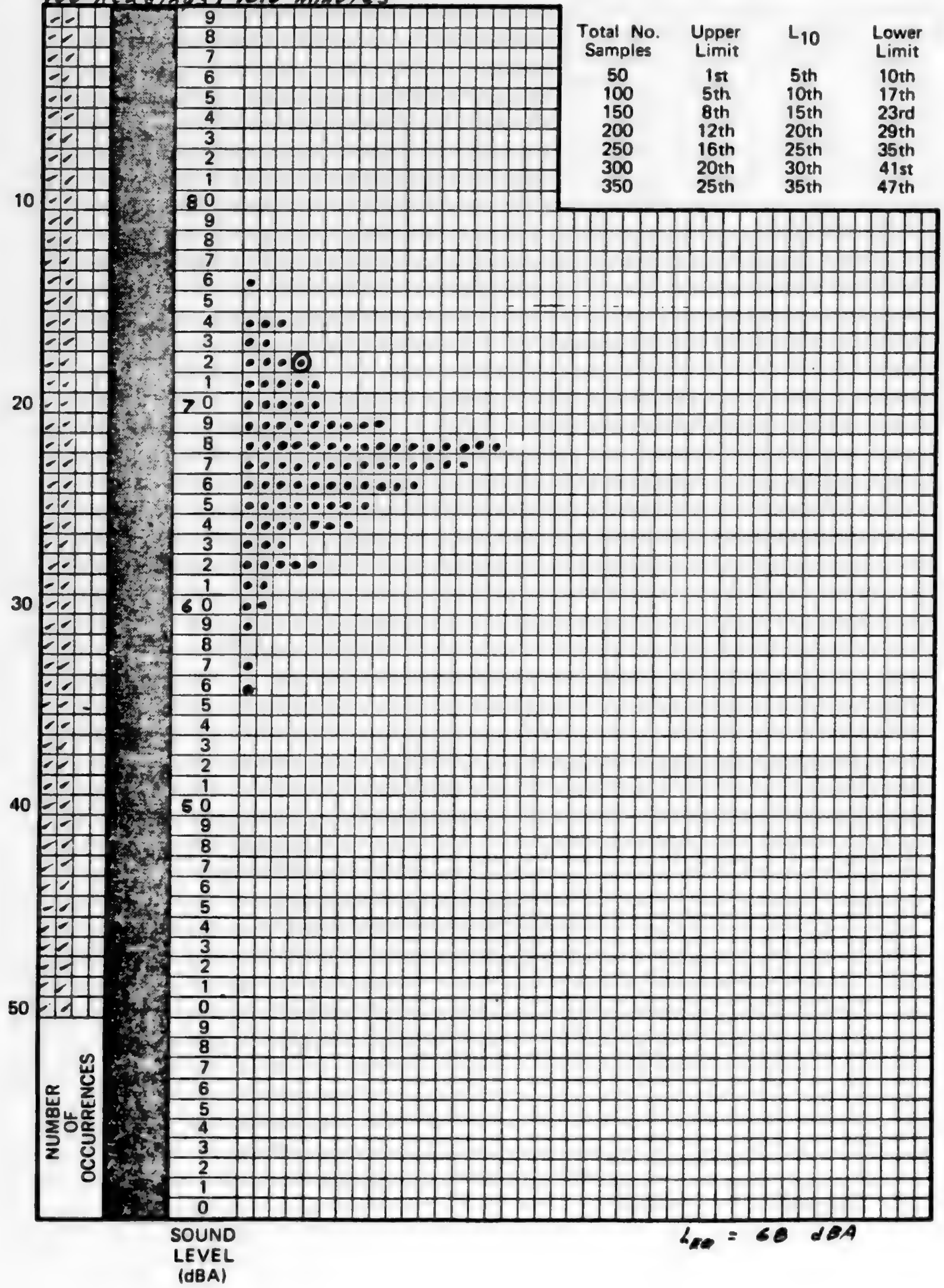
DATE: Dec. 12, 1977 L10 72 Distance From Road Centerline = 100 feet

TIME: 10:30 AM L50 ___ 2 travel lanes, Angular Road Exposure = 160°

WIND: 0-5 MPH L90 ___ Level Ground, No Obstructions, 5 ft. Tripod Height

135 Autos and 10 Trucks During Sample

100 Readings / 10.0 minutes



Total No. Samples	Upper Limit	L_{10}	Lower Limit
50	1st	5th	10th
100	5th	10th	17th
150	8th	15th	23rd
200	12th	20th	29th
250	16th	25th	35th
300	20th	30th	41st
350	25th	35th	47th

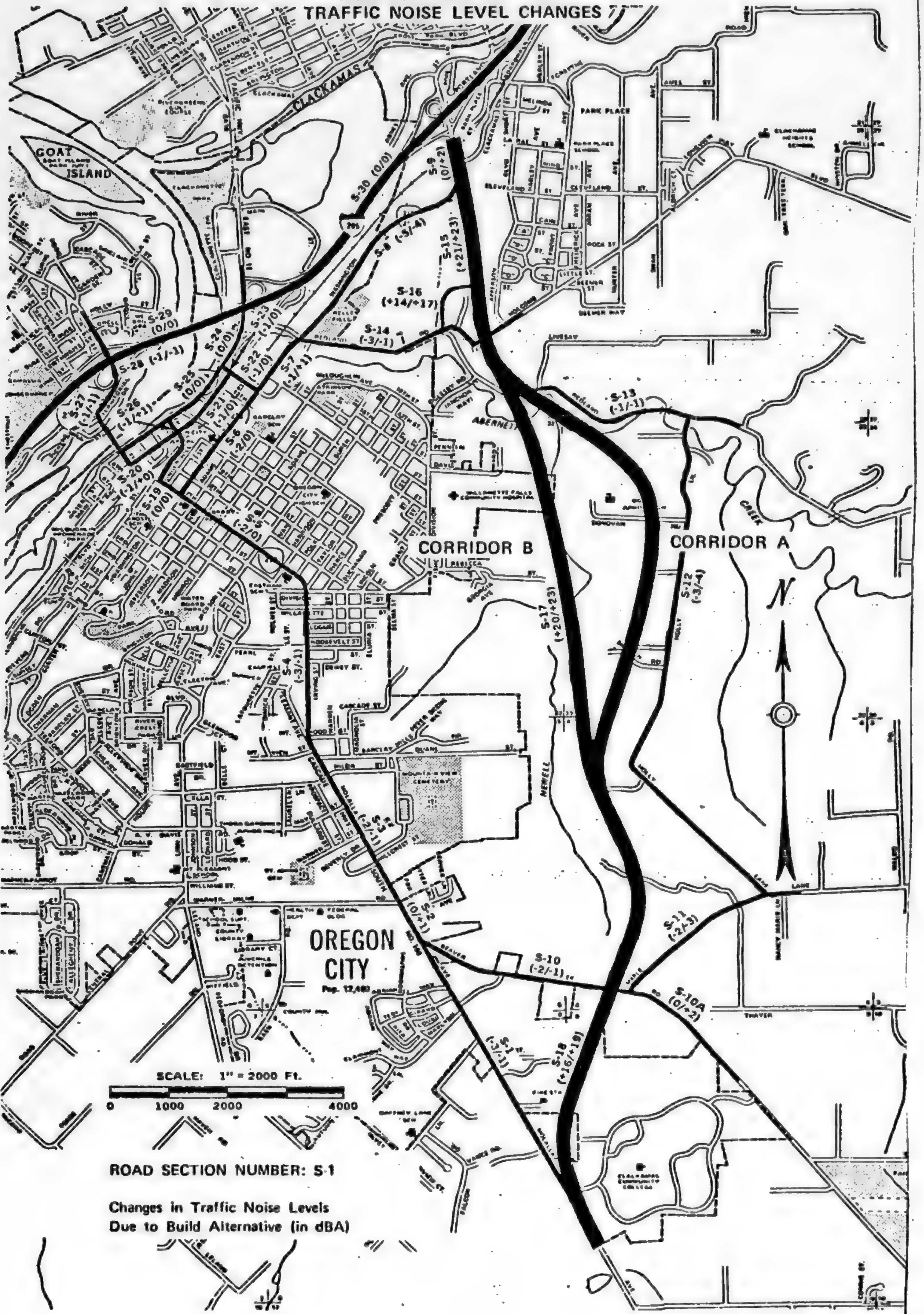
L_{50} = 68 dBA

APPENDIX C

Oregon City Bypass Traffic Data*

*Traffic data assumes 4 travel lanes from the Park Place Interchange to Beaver Creek Road and 2 travel lanes from Beaver Creek Road to ORE-213.

FIGURE 7-2
ROAD SECTION KEY AND TRAFFIC NOISE LEVEL CHANGES


CLACKAMAS
GOAT ISLAND
S-30 (0/0)
S-9 (0/+2)
S-8 (-3/-4)
S-15 (+21/+23)
S-16 (+14/+17)
S-14 (-3/-1)
S-13 (-1/-1)
S-29 (0/0)
S-28 (-1/-1)
S-24 (0/0)
S-23 (-1/0)
S-22 (-1/0)
S-7 (-1/+1)
S-25 (0/0)
S-27 (-1/-1)
S-26 (-1/+1)
S-21 (-1/0)
S-6 (-2/0)
S-20 (-1/+0)
S-19 (0/0)
S-5 (-2/0)
CORRIDOR B
CORRIDOR A
S-12 (-3/-4)
S-17 (+20/+23)
N
S-4 (-3/-1)
S-3 (-2/-1)
S-2 (0/+1)
S-11 (-2/-3)
OREGON CITY
S-10 (-2/-1)
S-10A (0/+2)
S-1 (-3/-1)
S-18 (+16/+19)
SCALE: 1" = 2000 Ft.
0 1000 2000 4000
ROAD SECTION NUMBER: S-1
Changes in Traffic Noise Levels Due to Build Alternative (in dBA)

Ckd By: ____________

Project Oregon City Bypass Location Oregon City

Alternative No Build

ECTION	YEAR	DIST.	Average Day			4:00–5:00 Peak Hour			11:00 AM.- 7:00 PM. Average Hour (of Peak 8 Hrs.)			3:00- 4:00 PTH	
			Vol.	T	SP	Vol.	T	SP	Vol.	T	SP	Vol.	T
1	1977	0.95	15100	510	39	1600	33	36	960	35	39	1040	41
	1987	0.95	17200	580	37	1825	38	34	1095	40	36		
	1997	0.95	19300	650	35	2050	42	32	1230	45	32	1330	52
2	1977	0.15	25600	880	24	1910	48	24	1650	58	24	1740	59
	1987	0.15	28300	975	23	2110	53	23	1825	64	23		
	1997	0.15	31000	1070	22	2310	58	22	2000	70	22	2110	71
3	1977	0.48	24500	620	34	1740	42	30	1600	50	34	1640	48
	1987	0.48	27150	685	33	1920	47	29	1770	55	33		
	1997	0.48	29800	750	32	2100	51	28	1940	60	32	1990	58
4	1977	0.62	22300	540	28	1770	40	26	1530	46	28	1780	46
	1987	0.62	24350	575	27	1885	43	25	1625	49	27		
	1997	0.62	25800	610	26	2000	45	23	1720	52	26	2000	52
5	1977	0.53	21800	540	22	1500	37	21	1430	39	22	1420	43
	1987	0.53	23200	575	20	1595	40	19	1520	42	20		
	1997	0.53	24600	610	18	1690	42	16	1610	44	18	1610	49

Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two way)
T = Truck Volume (trucks/day or trucks/hr-two way)
SP = Speed of Vehicles (average two way)

S Drwg. No. 5322

TRAFFIC DATA

Analyst: D. Billing
Ckd By:

Project Oregon City Bypass Location Oregon City

Alternative No Build

ECTION	YEAR	DIST.	Average Day			Peak Hour			Average Hour (of Peak 8 Hrs.)			PTH	
			Vol.	T	SP	Vol.	T	SP	Vol.	T	SP	Vol.	T
6	1977	0.42	14800	330	19	1460	30	15	1050	22	19	1460	31
	1987	0.42	16700	370	17	1645	34	13	1185	25	17		
	1997	0.42	18600	410	15	1830	38	10	1320	28	15	1830	39
7	1977	0.23	18000	510	17	1730	44	12	1250	37	17	1390	63
	1987	0.23	18750	530	16	1800	46	11	1300	39	16		
	1997	0.23	19500	550	15	1870	48	10	1350	40	15	1510	68
8	1977	0.81	18000	830	37	1760	58	36	1210	66	37	1410	88
	1987	0.81	19050	880	36	1860	62	35	1280	70	36		
	1997	0.81	20100	930	35	1960	65	34	1350	74	35	1570	98
9	1977	0.37	19700	1090	38	1810	74	38	1290	83	38	1570	102
	1987	0.37	21700	1200	37	1995	82	37	1420	92	37		
	1997	0.37	23700	1310	36	2180	89	36	1550	100	36	1890	123
10	1977	0.72	10350	360	39	930	22	39	690	21	39	800	26
	1987	0.72	12050	420	38	1085	26	37	805	25	38		
	1997	0.72	13750	480	36	1240	29	34	920	28	36	1060	35

Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two way)
T = Truck Volume (trucks/day or trucks/hr-two way)
SP = Speed of Vehicles (average two way)

Drwg. No. 5322

Ckd By:__________

Project Oregon City Bypass Location Oregon City

Alternative No Build

ECTION	YEAR	DIST.	Average Day			Peak Hour			Average Hour (of Peak 8 Hrs.)			PTH	
			Vol.	T	SP	Vol.	T	SP	Vol.	T	SP	Vol.	T
11	1977	0.55	3350	70	36	300	7	36	230	7	36	260	8
	1987	0.55	4750	100	35	425	8	33	320	10	35		
	1997	0.55	6150	130	34	550	8	30	410	13	34	470	15
12	1977	1.80	2600	25	39	240	5	39	180	5	39	200	6
	1987	1.80	3675	38	39	335	7	39	250	7	39		
	1997	1.80	4750	50	39	430	9	39	320	9	39	370	11
13	1977	0.94	7250	150	38	660	15	38	490	15	38	560	18
	1987	0.94	9125	190	38	825	19	37	615	19	38		
	1997	0.94	11000	230	38	990	23	35	740	23	38	850	27
14	1977	0.49	10450	440	30	940	22	30	700	21	30	810	26
	1987	0.49	12450	525	29	1120	26	28	835	25	29		
	1997	0.49	14450	610	28	1300	30	25	970	29	28	1110	36

Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two wo
T = Truck Volume (trucks/day or trucks/hr-two way)
SP = Speed of Vehicles (average two way)

FS Drwg. No. 5322

EIS TRAFFIC DATA

Analyst: D. Billin
Ckd By: ____

Project Oregon City Bypass Location Oregon City

Alternative No Build

ECTION	YEAR	DIST.	Average Day			Peak Hour			Average Hour (of Peak 8 Hrs.)			PTH	
			Vol.	T	SP	Vol.	T	SP	Vol.	T	SP	Vol.	T
19	1977	0.26	14100	260	10	1040	14	8	950	16	10	910	19
	1987	0.26	15650	290	9	1155	16	8	1055	18	9		
	1997	0.26	17200	320	8	1270	17	7	1160	20	8	1110	23
20	1977	0.19	8400	320	15	660	12	15	590	19	15	620	20
	1987	0.19	9850	375	15	775	14	15	690	23	15		
	1997	0.19	11300	430	15	890	16	15	790	26	15	830	27
→ 21	1977	0.27	5300	310	15	470	17	15	400	19	15	430	20
	1987	0.27	6100	355	15	540	20	15	460	22	15		
	1997	0.27	6900	400	15	610	22	15	520	25	15	560	26
22	1977	0.10	11000	440	10	990	27	8	770	27	10	790	37
	1987	0.10	12700	510	9	1145	32	8	890	31	9		
	1997	0.10	14400	580	8	1300	36	7	1010	35	8	1030	49
23	1977	0.04	10500	420	10	950	26	8	740	26	10	760	35
	1987	0.04	12350	495	9	1115	31	8	870	31	9		
	1997	0.04	14300	570	8	1280	35	7	1000	35	8	1030	48

Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two way)
T = Truck Volume (trucks/day or trucks/hr-two way)
SP = Speed of Vehicles (average two way)

'S Drwg No 5322

Ckd By:

Project Oregon City Bypass Location Oregon City

Alternative No Build

CTION	YEAR	DIST.	Average Day			Peak Hour			Average Hour (of Peak 8 Hrs.)			PTH	
			Vol.	T	SP	Vol.	T	SP	Vol.	T	SP	Vol.	T
24	1977	0.21	25100	980	32	2350	69	30	1790	73	32	1970	94
	1987	0.21	29850	1165	31	2795	82	29	2130	87	31		
	1997	0.21	34600	1350	30	3240	95	28	2470	101	30	2720	129
25	1977	0.25	20800	810	23	1950	57	21	1480	60	23	1630	78
	1987	0.25	24650	960	22	2310	68	20	1755	71	22		
	1997	0.25	28500	1110	21	2670	78	19	2030	82	21	2230	107
26	1977	0.05	9800	210	7	680	11	7	650	13	7	590	16
	1987	0.05	11450	245	6	795	13	6	760	15	6		
	1997	0.05	13100	280	5	910	15	5	870	17	5	790	21
27	1977	0.21	12200	240	15	960	17	15	860	28	15	900	29
	1987	0.21	13350	265	15	1050	19	15	940	31	15		
	1997	0.21	14500	290	15	1140	21	14	1020	34	15	1070	35
28	1977	0.19	9500	190	20	750	14	20	670	22	20	700	23
	1987	0.19	10400	210	20	820	16	20	735	25	20		
	1997	0.19	11300	230	20	830	17	19	800	27	20	830	28

Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two way)
T = Truck Volume (trucks/day or trucks/hr-two way)
SP = Speed of Vehicles (average two way)

Drwg. No. 5322

SP = Speed of Vehicles (average two way)

EIS TRAFFIC DATA

Analyst: D. Billing
Ckd By:

Project Oregon City Bypass Location Oregon City
Alternative No Build

ECTION	YEAR	DIST.	Average Day			Peak Hour			Average Hour (of Peak 8 Hrs.)			PTH		
			Vol.	T	SP	Vol.	T	SP	Vol.	T	SP	Vol.	T	S
29	1977	0.47	23100	1730	55	2190	97	55	1620	97	55	1790	115	
	1987	0.47	47500	3020	53	4150	199	53	3325	200	53			
	1997	0.47	71900	4310	50	6110	301	50	5030	302	50	5570	357	
30	1977	0.95	20100	1510	55	1910	84	55	1410	85	55	1560	100	
	1987	0.95	44650	2830	53	3895	187	53	3125	188	53			
	1997	0.95	69200	4150	50	5880	289	50	4840	291	50	5360	344	
31	1977	0.62	34600	2600	55	3290	145	55	2420	145	55	2680	172	
	1987	0.62	59050	3805	53	5195	247	53	4135	248	53			
	1997	0.62	83500	5010	50	7100	349	50	5850	351	50	6470	415	

Changes due to High Rock Br. opening: (See district office memo 10 Aug 78)

31	1977*	0.62	31600	2300	55	3290	145	55	2420	145	55	2680	172	
	1987◎		55250	3805	53	4860	245	53	3870	245	53			
	1997◎		79530	5010	50	6760	350	50	5570	350	50	6160	415	

* Traffic with High Rock Bridge closed
◎ " " " " " open

Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two way
T = Truck Volume (trucks/day or trucks/hr-two way)
SP = Speed of Vehicles (average two way)

EIS TRAFFIC DATA

Analyst:
Ckd By:

Project *Oregon City Bypass* Location *Oregon City*

Alternative *Build*

CTION	YEAR	DIST.	Average Day			Peak Hour			Average Hour (of Peak 3 Hrs.)			PTH	
			Vol.	T	SP	Vol.	T	SP	Vol.	T	SP	Vol.	T
1	1977	0.95	9750	340	34	1030	21	32	620	23	34	675	27
	1987	0.95	11850	415	33	1255	26	31	755	28	33		
	1997	0.95	13950	490	32	1480	30	30	890	33	32	965	39
2	1977	0.15	19000	630	26	1420	36	26	1220	43	26	1290	44
	1987	0.15	23050	765	25	1720	44	25	1480	52	25		
	1997	0.15	27100	900	24	2020	51	24	1740	61	24	1840	63
3	1977	0.48	16600	330	34	1180	22	34	1095	27	34	1110	26
	1987	0.48	20000	400	34	1420	27	34	1310	33	34		
	1997	0.48	23400	470	34	1660	32	34	1530	38	34	1565	37
4	1977	0.62	15000	250	28	1160	19	28	1000	21	28	1165	21
	1987	0.62	17950	300	28	1390	23	28	1200	25	28		
	1997	0.62	20900	350	28	1615	27	28	1395	29	25	1625	29
5	1977	0.53	13900	250	23	960	24	22	910	25	23	910	28
	1987	0.53	16800	300	23	1160	29	22	1100	30	23		
	1997	0.53	19700	350	22	1360	34	21	1290	35	22	1290	40

Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two
T = Truck Volume (trucks/day or trucks/hr-two way)
SP = Speed of Vehicles (average two way)

EIS TRAFFIC DATA

Analyst: [illegible]
Ckd By: ______

Project Oregon City Bypass Location Oregon City

Alternative Build

ECTION	YEAR	DIST.	Average Day			Peak Hour			Average Hour (of Peak 8 Hrs.)			PTH	
			Vol.	T	SP	Vol.	T	SP	Vol.	T	SP	Vol.	T
6	1977	0.42	9000	140	21	890	18	19	640	13	21	890	19
	1987	0.42	11150	175	21	1100	22	19	790	16	21		
	1997	0.42	13300	210	20	1310	26	18	940	19	20	1315	26
7	1977	0.23	11200	290	21	1080	27	19	780	23	21	865	39
	1987	0.23	13350	345	21	1285	32	19	925	28	21		
	1997	0.23	15500	400	20	1490	37	18	1070	32	20	1200	54
8	1977	0.81	7000	330	34	680	22	32	470	26	34	550	34
	1987	0.81	8550	405	34	830	27	32	575	32	34		
	1997	0.81	10100	480	34	980	32	32	680	38	34	790	49
9	1977	0.37	22700	1330	35	2090	85	35	1490	96	35	1810	118
	1987	0.37	31550	1655	35	2885	118	34	2055	133	35		
	1997	0.37	40000	2150	35	3680	150	32	2620	169	35	3190	208
10	1977	0.68	8450	280	35	760	18	35	565	17	35	650	21
	1987	0.68	10275	325	35	925	22	34	685	21	35		
	1997	0.68	12100	370	35	1090	26	32	805	24	35	930	30

Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two wa
T = Truck Volume (trucks/day or trucks/hr-two way)
SP = Speed of Vehicles (average two way)

Ckd By: ________

Project Oregon City Bypass Location Oregon City

Alternative Build

ECTION	YEAR	DIST.	Average Day			Peak Hour			Average Hour (of Peak 8 Hrs.)			PTH	
			Vol.	T	SP	Vol.	T	SP	Vol.	T	SP	Vol.	T
10A	1977	0.17	10200	370	39	920	23	39	680	21	39	785	26
	1987	0.17	13400	455	39	1210	30	38	895	28	39		
	1997	0.17	16600	[illegible]	39	1495	37	36	1105	34	39	1280	42
11	1977	0.55	2050	80	36	185	4	36	135	4	36	160	5
	1987	0.55	2700	105	35	245	5	34	180	6	35		
	1997	0.55	3350	130	34	300	6	32	225	7	34	255	8
12	1977	1.80	1200	15	39	110	2	39	80	2	39	95	3
	1987	1.80	1575	20	39	145	3	39	105	3	39		
	1997	1.80	1950	25	39	175	5	39	130	3	39	150	5
13	1977	0.94	5850	140	38	525	12	38	390	12	39	450	14
	1987	0.94	7775	185	38	700	16	37	520	16	38		
	1997	0.94	9700	230	38	870	20	35	645	20	38	745	23
14	1977	0.49	5500	290	30	495	12	30	365	11	30	425	14
	1987	0.49	7000	370	30	630	16	30	465	14	30		
	1997	0.49	8500	450	30	765	19	30	565	17	30	655	22

Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two w

T = Truck Volume (trucks/day or trucks/hr-two way)

SP = Speed of Vehicles (average two way)

ES Drwg. No. 5322

EIS TRAFFIC DATA

Analyst: [illegible]
Ckd By:

Project Oregon City Bypass Location Oregon City

Alternative Build

ECTION	YEAR	DIST.	Average Day			Peak Hour			Average Hour (of Peak 8 Hrs.)			PTH	
			Vol.	T	SP	Vol.	T	SP	Vol.	T	SP	Vol.	T
15	1977	0.40	14000	680	42	1530	38	40	940	33	42	1310	49
	1987	0.40	20350	915	41	2225	56	38	1365	47	41		
	1997	0.40	26700	1200	40	2920	73	35	1790	61	40	2500	94
16	1977	0.20	5800	450	30	660	17	28	390	13	30	565	21
	1987	0.20	8400	650	29	955	25	27	565	19	29		
	1997	0.20	11000	850	28	1250	32	25	740	25	28	1070	40
17	1977	2.48	9400	300	50	990	25	50	630	22	50	850	32
	1987	2.48	14050	450	50	1480	38	49	940	33	50		
	1997	2.48	18700	600	50	1970	50	48	1250	43	50	1690	64
18	1977	0.61	5400	170	42	560	14	40	360	12	42	490	18
	1987	0.61	7850	245	42	810	21	40	525	18	42		
	1997	0.61	10300	320	42	1060	27	40	690	24	42	910	34
19	1977	0.26	12000	160	10	885	12	10	810	14	10	775	16
	1987	0.26	14250	190	10	1050	15	8	960	17	10		
	1997	0.26	16500	220	9	1215	17	7	1110	19	10	1065	22

Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two w
T = Truck Volume (trucks/day or trucks/hr-two way)
SP = Speed of Vehicles (average two way)

EIS TRAFFIC DATA

Analyst: [illegible]
Ckd By: ____

1/3

Project Oregon City Bypass   Location Oregon City

Alternative Build

ECTION	YEAR	DIST.	Average Day Vol.	Average Day T	Average Day SP	Peak Hour Vol.	Peak Hour T	Peak Hour SP	Average Hour (of Peak 3 Hrs.) Vol.	Average Hour (of Peak 3 Hrs.) T	Average Hour (of Peak 3 Hrs.) SP	PTH Vol.	PTH T
20	1977	0.19	7100	290	15	560	10	15	500	16	15	525	17
	1987	0.19	8450	345	15	665	12	15	595	19	15		
	1997	0.19	9800	400	15	770	14	15	690	22	15	725	23
21	1977	0.27	4900	300	15	435	16	15	370	18	15	400	19
	1987	0.27	5800	355	15	515	19	15	440	22	15		
	1997	0.27	6700	410	15	595	22	15	505	25	15	545	26
22	1977	0.10	10000	410	10	900	25	9	700	25	10	720	34
	1987	0.10	11850	485	10	1065	30	8	830	30	10		
	1997	0.10	13700	560	10	1235	34	8	960	34	9	955	47
23	1977	0.04	9900	400	10	895	25	9	700	25	10	715	33
	1987	0.04	11550	465	9	1045	29	8	815	29	9		
	1997	0.04	13200	530	8	1195	33	7	930	33	8	955	44
24	1977	0.21	23300	940	32	2180	64	31	1660	68	32	1830	87
	1987	0.21	27650	1115	31	2590	76	30	1975	81	31		
	1997	0.21	32000	1290	30	2995	88	[illegible]	2285	93	30	2510	119

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Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two way)
T = Truck Volume (trucks/day or trucks/hr-two way)
SP = Speed of Vehicles (average two way)

S Drwg. No. 5322

EIS TRAFFIC DATA

Analyst: D.F.
Ckd By: ________

Project Oregon City Bypass Location Oregon City

Alternative Build

ECTION	YEAR	DIST.	Average Day			Peak Hour			Average Hour (of Peak 8 Hrs.)			PTH	
			Vol.	T	SP	Vol.	T	SP	Vol.	T	SP	Vol.	T
25	1977	0.25	19600	790	23	1840	54	22	1395	57	22	1535	74
	1987	0.25	23250	935	22	2180	64	21	1655	68	22		
	1997	0.25	26900	1080	21	2525	74	20	1915	78	21	2110	102
26	1977	0.05	8600	130	7	595	10	7	570	11	7	520	14
	1987	0.05	10050	150	6	700	12	6	665	13	6		
	1997	0.05	11500	170	6	800	13	6	760	15	6	695	19
27	1977	0.21	10900	210	15	860	15	15	770	25	15	805	26
	1987	0.21	11950	230	15	940	17	15	840	28	15		
	1997	0.21	13000	250	15	1025	18	15	915	30	15	960	31
28	1977	0.19	8200	160	20	645	12	28	580	19	20	605	20
	1987	0.19	9000	175	20	710	13	28	635	21	20		
	1997	0.19	9800	190	20	775	14	28	690	23	20	720	24
29	1977	0.47	24400	1760	55	2315	102	54	1710	102	55	1890	121
	1987	0.47	49350	3110	53	4680	207	52	3460	207	55		
	1997	0.47	74300	4460	50	7045	311	49	5210	311	50	5760	368

Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two w
T = Truck Volume (trucks/day or trucks/hr-two way)
SP = Speed of Vehicles (average two way)

EIS TRAFFIC DATA

Analyst: [illegible]
Ckd By: ____________

Project Oregon City Bypass Location Oregon City

1

Alternative Build

TION	YEAR	DIST.	Average Day			Peak Hour			Average Hour (of Peak 8 Hrs.)			PTH		
			Vol.	T	SP	Vol.	T	SP	Vol.	T	SP	Vol.	T	S
30	1977	0.95	21400	1580	55	2035	89	55	1500	90	55	1660	106	5
	1987	0.95	46500	3340	53	4420	194	52	3260	196	53			
	1997	0.95	71600	4300	50	6805	298	43	5020	301	50	5560	355	5

31 w/o High Rocks Bridge	1977	0.62	34600	2300	55	3290	145	55	2420	145	55	2680	172	
	1987	0.62	60900	3765	53	5790	255	50	4260	255	53			
	1997	0.62	87200	5230	50	8290	365	49	6100	365	50	6755	433	

Change due to High Rock Br. opening (See interoffice memo 10 Aug 78).

BUILD

31 with High Rocks Bridge	1977*	0.62	34,600	2300	55	3290	145	55	2420	145	55	2680	172
	1987⊙		56400	3765	53	5360	255	50	3950	255	53		
	1997⊙		81800	5230	50	7780	365	49	5720	365	50	6340	433

* Traffic with High Rock Bridge Closed
⊙ " " " " open

Abbreviations: PTH = Peak Truck Hour; Vol. = Traffic Volume (veh/day or veh/hr-two w
T = Truck Volume (trucks/day or trucks/hr-two way)
SP = Speed of Vehicles (average two way)

APPENDIX D

Measurement Site Information

Measurement Site #1 was located at the Mausoleum in the Mountain View Cemetery. This area is used for outside services. The sounds measured at this location included faint traffic noise mixed in with the natural sounds of the area.

Measurement Site #2 was situated in a grass field on the northern side of Redland Road. The primary sound source for this location was the traffic on Redland Road. Three light aircraft made only a minor contribution to the sound level measured.

Measurement Site #3 was at the Church of Latter Day Saints on Donnavan road. During the measurement, three autos and a bus traveled down Donnavan Road. In addition, sounds were heard from traffic on Holly Lane, a tractor, two light aircraft, and a barking dog.

Measurement Site #4 was located in downtown Oregon City at 9th Street and Main Street. The main sounds dominating the environment were traffic generated.

Measurement Site #5 was located in the west yard of the McLoughlin House (this building is on the National Historic Register). Again, the sound environment was dominated by traffic noise.

Measurement Site #6 was situated at 7th Street and Harrison Street. This location is across Harrison Street from the Eastman School. Traffic noise is the dominant sound.

Measurement Site #7 was on Main Street between 13th Street and 14th Street. The sounds at this location included traffic noise and some noise from a nearby auto body shop.

Measurement Site #8 was located at the end of Morton Road. The sound environment was created by distant traffic, a tractor, three jet aircraft, and animals.

Measurement Site #9 was at the end of East Davis Road. This site measured the distant rumble of I-205 and ORE-213. The traffic noise levels were equally as loud as two jet aircraft which flew overhead.

Measurement Site #10 was located behind a residence on Apperson Street. This site overlooked the sanitary landfill, I-205, ORE-213, and a lumber mill. Sounds were being received from all of these activities.

Measurement Site #11 was at the Orchard Center of Clackamas Community College. The measured sound level was generated by traffic on ORE-213, three light aircraft, and one jet aircraft.

Measurement Site #12 was at 11th Street and Washington Street. Traffic noise was the dominant sound.

Measurement Site #13 was located on the West side of Holly Lane. The sound environment was composed of traffic noise, a light aircraft, and a helicopter.

Measurement Site #14 was located near a residence just southeast of the intersection of Redland Road and Holcomb Boulevard. This residence is behind and on the same property lot as an oil distributor. The sound environment was composed of sounds from traffic on I-205, traffic on Cascade Highway, traffic on Redland Road, a shake mill, aircraft, the landfill, a train, birds and a dog.

Measurement Site #15 was located behind the residence at the northeast corner of Holcomb Boulevard and Apperson Boulevard. The primary sound source was the traffic on Holcomb Boulevard with the landfill, the shake mill, and aircraft being secondary contributers.

Measurement Site #16 was located at a residence off Thayer Road, Maple Lane, and Beaver Creek Road. The main sound source was the traffic on Beaver Creek Road with only minor contributions from traffic on Thayer Road and aircraft.

Measurement Site #17 was located at the Followers of Christ Church on the existing Cascade Highway. The main sound source was the traffic on Cascade Highway with lesser sources being aircraft, birds, and some kids playing nearby.

Measurement Site #18 was located at a residence near Redland Road. The main sounds were from aircraft, a nearby sheet metal shop, and traffic on Redland Road.

Measurement Site Data and Measurement Results

Site	Location	Distance-Rd. Centerline	Equivalent Hourly Traffic Volume	L_1	L_{10}	L_{50} dBA	L_{90}	L_{eq}
#1	Mt. View Cemetery	---	---	55	44	39	37	42
#2	Redland Rd.	100 ft.	A - 300 T - 18	69	65	54	42	60
#3	Donnavan Rd.	100 ft.	A - 10 T - 3	59	48	42	41	47
#4(a)	Main St. & 9th St.	20 ft.	A - 630 T - 23	84	74	67	61	71
#4(b)	Main St. & 9th St.	20 ft.	A - 650 T - 24	78	74	67	62	70
#5	7th St. & Center St.	100 ft.	A - 800 T - 24	69	62	59	55	60
#6	7th St. & Harrison St.	50 ft.	A - 1300 T - 65	85	75	68	62	72
		150 ft.		75	65	60	54	63
#7	Main St. & 13th St.	20 ft.	A - 460 T - 15	75	70	64	59	67
#8	Morton Rd.	---	---	57	51	33	31	46
#9	E. Davis St.	---	---	52	51	49	48	49
#10	Behind Residence on Apperson St.	---	---	61	59	58	57	58
#11	Clackamas C.C.	About 750 ft.	A - 740 T - 14	50	46	43	40	44
#12	Wash. St. & 11th St.	30 ft.	A - 1460 T - 42	82	76	71	66	74
		240 ft.		68	58	53	50	56
#13	Holly Rd.	100 ft.	A - 180 T - 6	65	60	49	37	55
#14	Redland Rd. & Holcomb Blvd.	---	---	57	51	48	47	49
#15	Holcomb Blvd. & Apperson Blvd.	125 ft.	A - 270 T - 9	64	57	49	45	53
#16	Beaver Cr. Rd. & Thayer Rd.	550 ft.	A - 400 T - 20	60	54	50	47	52
#17	Followers of Christ Church	370 ft.	A - 680 T - 49	62	57	51	47	55
#18	Residence on Redland Rd.	---	---	65	56	50	46	53

ENV03A.PP

ROAD DESIGN 378-6558

Tony George, Eng. Coordinator
Environmental Section

March 17, 1980

aOlson
Adrian Olson
Preliminary Design Engineer

Sound Barrier Estimates
Park Place-Clackamas Comm. College
Oregon City Bypass
Clackamas County

1 Versteeg ✓
Anderson
Christensen
Olson
Sullivan
Terpin
Trout
Wakerlig

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MAR 18 1980
ROAD DESIGN SECTION

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Action

Three type of sound barriers were considered for this project. One type of barrier is a concrete wall constructed with precast concrete panels, concrete blocks, or sound-absorbing panels. These walls all cost approximately the same to construct.

Another type of barrier is a wood or timber wall. The timber wall has a lower initial construction cost; however, the concrete wall requires a minimum of maintenance and has a useful life of fifty years plus. A timber wall is a high maintenance wall and would have a maximum expected life of twenty years. This should be considered in any comparison of timber and concrete walls.

The other type barrier considered is the earth berm.

Barrier A. Constructing an earth berm would be the most practical design for this barrier. The estimated cost to construct this 14- to 34-foot high, 1000-foot long berm is $80,000. Approximately $10,000 in additional right of way cost would be required for berm construction, making the total cost for this barrier $90,000.

Barrier B was eliminated in your study.

Barrier C. Constructing an earth berm would be the most practical design for this barrier. The estimated cost to construct this 10- to 20-foot high, 700-foot long berm is $25,000. Approximately $10,000 in additional right of way cost would be required for berm construction, making the total cost for this barrier $35,000.

Barrier D. Constructing a wall/berm combination barrier as proposed would appear to be the most practical design for this barrier. The estimated cost for the berm portion of the barrier is $20,000. Constructing an 8-foot high, 200-foot long wall would cost approximately $27,000 at $135 per lineal foot for a concrete type wall, or $14,000 at $70 per lineal foot for a timber wall. The total estimated cost for a berm/wall combination using a concrete wall is $47,000, compared to $34,000 using a timber wall. No additional right of way should be required to construct this barrer.

Barrier E. The roadway alignment and proposed right of way in this area has not been determined at this time. Metro is studying the alternate alignments and right of way patterns to determine whether additional right of way for berm construction is feasible. If the berm can be constructed inside the proposed right of way line, the construction cost will be approximately $36,000. If this is not the case, a 10-foot high, 1300-foot long wall would be required at the proposed right of way line. This would cost approximately $220,000 for a concrete type wall at $170 per lineal foot, or $110,000 for a timber wall at $85 per lineal foot. When Metro's studies are complete, the results reviewed, estimates, etc. will be forwarded to you.

There would be no apparent adverse impact to the road design by constructing these walls or berms.

This would be a Type 1-A project.

RM:cj

STATE OF OREGON — INTEROFFICE MEMO

TO: L. W. Rulien, Executive Assistant to State Highway Engineer

DATE: March 14, 1980

FROM: D. H. Moehring
Asst. State Highway Engineer

SUBJECT: Park Place-Clackamas Community College

You recently wrote to Bothman, Hunter and myself regarding a letter from Glen Green, dated February 20, 1980, voicing his concern about the high cost of preliminary engineering on the subject project. I have reviewed our file in the Project Management Office and am only able to respond to a couple of Mr. Green's points.

His first point regarding a lack of well defined goals and objectives for the proposed improvement is not in my opinion true. The project assessment dated May 20, 1977 describes the goals and objectives for the project.

His points 2, 3, 4 and 5 deal with the involvement of the Citizen Advisory Committee and their concerns about the project, including our Metropolitan peoples response to these concerns. Our files, of course, did not contain answers to any of these matters, particularly costs related to points raised on the draft Environmental Impact Statement. Mr. Bothman will need to provide answers to these matters.

Mr. Green's final sentence objects to the explanations of high preliminary engineering cost contained in Mr. Swan's February 1 letter. Mr. Swan's letter merely transmitted the explanation of costs contained in Mr. Terpin's letter dated January 29, 1980.

It is appropriate that we meet with Mr. Bothman and discuss the various points raised by Mr. Green.

DNH:pf

Task force now working on this R

6/30/80
File

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STATE HWY ENG
MAR 14 '80
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Info | Inves | R/D | D/R | Sign | Act | File ✓

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81-125-1387

HIGHWAY DIVISION

R. N. Bothman
D. H. Moehring
E. S. Hunter

February 22, 1980

FROM:
L. W. Rulien, Executive Assistant
to the State Highway Engineer

SUBJECT: Park Place-Clackamas Community College
Preliminary Engineering
Refer to: HFO-OR

Attached is a copy of a letter from Glen Green dated February 20 concerning high costs of preliminary engineering generally in the Metro area and specifically citing the Park Place-Clackamas Community College project.

In reading this letter two particular thoughts come to mind that I think have probably disturbed all of us to some degree.

1. Do we really get our heads together before we launch the preliminary engineering effort?

2. Do we really utilize citizen advisory committees in an appropriate and cost effective manner?

I would like each of you to do some thinking on this subject and be prepared for a meeting which I will schedule in two or three weeks.

LWR:jh
cc: Glen Green
F. B. Klaboe

Form FHWA 121 (6/79)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - SALEM
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project IX-78(1)
Park Place - Clackamas Community College
Preliminary Engineer

Date: February 20, 1980

From: G. L. Green, Division Administrator

Reply to Attn. of: HFO-OR

To: Mr. H. S. Coulter, State Highway Engineer

By February 1 letter Mr. Swan requested approval of an additional $509,000 to cover preliminary engineering costs on subject project. This brings the total cost of preliminary engineering on this project to $850,000 or 9.4 percent of the estimated construction costs for the selected Corridor B ($9,100,000) shown in the Study Report which was submitted on November 15, 1980.

As you realize we have been very concerned during the past several years over the high cost of preliminary engineering, particularly in the Portland Metropolitan Area. We have met on several occasions with representatives of your Metro Office to discuss prelminary engineering matters and have also reviewed individual projects in an effort to determine reasons why the costs are so high.

During our reviews and discussions we have identified the following areas which we feel contribute significantly to increased P.E. costs:

1. Lack of well defined goals and objectives for the proposed improvement. There is a need to clearly identify the project purpose, problems to be solved by the improvement and identification of possible solutions. This must be done at the onset of the project and preferably prior to Citizen Advisory Committee involvement.
2. Too early an involvement of the Citizen Advisory Committees (CAC).
3. Over-responsiveness to CAC concerns. If an adequate job is accomplished under (1) above, you should be able to address almost any CAC concern without having to gather additional information and performing detailed surveys.
4. Over-responsiveness to those preparing the environmental document. This has resulted in in-depth studies of unreasonable alternates and detailed surveys and designs on all (or most) alternates. Here again, a more comprehensive analysis under (1) above would limit the alternatives. Every effort should be made to limit detailed surveys and designs during the study of alternates. A reconnaissance type survey should normally be adequate to properly address the relative impacts of the various alternates.

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FOR

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5. Over-reaction to an individual's or agency's perception of Federal requirements. This is an area which needs constant attention. If it's an unreasonable requirement it should be challenged whether it's perceived to be a Federal requirement or not.

We feel that if the above measures had been applied to the subject project that a considerable savings in P.E. would have resulted. It appears that the alternates were surveyed and designed in too much detail and that the CAC's and environmental disciplines made unreasonable demands which caused additional P.E. costs.

We cannot agree that the P.E. costs incurred on this project are appropriate for a project of this magnitude. We think the P.E. costs in the Portland area are excessive and that this situation will not change until steps are taken to provide increased guidance and control over the development of these projects.

I would appreciate your thoughts on our analysis of the high P.E. costs in the Portland area. Also any recommendations you have for lowering these costs. Together perhaps we can formulate a system which will streamline the project development procedures as well as minimizing the costs.

We are withholding approval of your request to increase the P.E. funds on the subject project until we receive a detailed analysis covering the reasons for these increased costs. The reasons set forth in Mr. Swan's February 1 letter are rather vague and do not adequately address why the P.E. costs were so high on a project of this magnitude.

G. L. Green

STATE OF OREGON **INTEROFFICE MEMO**

TO: E. S. Hunter
Assistant State Highway Engineer

DATE: March 10, 1980

FROM: J. H. Versteeg
Road Design Engineer

SUBJECT: Preliminary Engineering
Oregon City Bypass

NOTED
E. S. HUNTER

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TECHNICAL SERVICES
MAR 10 '80
REFER TO
FOR
Info Invest R/D D/R Sign Act File

On March 1, 1979, $341,000 was programmed for the PE on the four mile Oregon City Bypass. On February 1, 1980, a program change increasing the PE by $509,000 was submitted to the FHWA. On February 20, 1980, the FHWA denied approval of the increase in PE because the justification was vague and did not address the reasons for the high PE costs. As of February 1, 1980, $650,000 has been expended for PE. The authorization is for $691,100. Major expenditures today are:

a. Field Survey: $303,000

b. Citizen Participation: $28,000

c. Soils Investigation: $30,000

d. Traffic Analysis: $23,000

e. Right of Way Report: $5,000

f. Photogrammetry: $20,000

g. Environmental: $200,000

h. Foundations (Bridge): $9,000

i. Hearing: $13,000

j. EEO: $7,000

The field survey ($303,000) and the environmental studies ($200,000) account for $503,000 of the $650,000 spent to February 1, 1980.

The decision was made to go to a corridor design hearing on the Oregon City Bypass in the interest of saving time. This required rather complete detail of the three corridor studies. The area to be surveyed generally followed the Newell Creek Canyon east of Oregon City. This area was fairly steep and a good portion of the area to

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be served was covered by brush and trees.

The initial mapping was made by the Photogrammetry Section for use with the RDS program. Because so much of the area was brushy, a good share of the Newell Canyon route had to be cross-sectioned by field crews to provide a necessary ground elevation. Two field survey crews worked several weeks providing this information.

Because this was to be a design hearing, the two selected routes were surveyed in detail. The completed survey work represents two complete locations. Either one could be used for preparing contract plans. Along with this detail the RDS program was used to study alternates and variations in the selected corridor.

As identified in the Draft Environmental Impact Statement, Newell Canyon is a sensitive environmental area. All of the environmental issues normally identified are found in this project. The issues of noise, air, water, wetlands, wildlife habitat, fish spawning areas, erosion, churches, schools, neighborhood, and potential landslides required investigation. As there were initially three routes and numerous alternates to these routes, this compounded the amount of information that needed to be gathered, analyzed, and summarized.

This is a politically sensitive project with strong supporters as well as strong critics. This has the potential for a "no-win" situation. Therefore, developing reasonable detail information and presenting it in a clearly understood format with properly drawn conclusions was critical to the success of the transportation issues. Based on the complexity of the enviornmental issues, the number of corridors studied, the decision to go to a design hearing, public concern, and potential for failure, the PE on this project does not appear to be excessive. If one could leap from the concept version of the project to the preferred alternate described in the EIS, in six months instead of two years, PE costs could be reduced substantially. Based on Federal and State regulations that control project development, this is not apt to happen nor does it happen in other areas using public funds.

The original PE request to the FHWA covered only a portion of the needed engineering money. The current request is for the balance of PE funds to cover current costs of the survey and environmental statement. There is nothing in the record to indicate the engineering funds expended to date are excessive. It is suggested that a second PE request be submitted to the FHWA with a detailed justification.

JHV:ab

1592

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO NOTED
Telephone: 238-8226 H. S. COULTER
Date: March 7, 1980

File No: 103-1964 (100)

TO: L. W. Rulien
Executive Assistant State Highway Engineer

FROM: R. N. Bothman Robert N Bothman
Administrator

SUBJECT: Park Place/Clackamas Community College Section, Clackamas Highway
Preliminary Engineering
Refer to: HFO-OR

In response to your letter and questions, we do get our heads together before we launch preliminary engineering. We do utilize citizen advisory committees in an appropriate and cost-effective manner.

The variables involved in these two questions vary, depending upon the project. For example, we have had projects where we have only had two citizen advisory committee meetings for the entire project. On the other hand, as with the Oregon City project, we had fourteen meetings. We have a set procedure in initiating projects, which involves the establishment of the goals and objectives by the TAC. We get a sign-off from the local jurisdictions and the state before we move forward with the project. This is followed by a sign-off by the citizen advisory committee. It is the first step for all projects. On the larger projects, we follow the Team 1/Team 2 process.

Responding to Glen Green's letter's five areas:

1. It is incomprehensible to me that Glen Green could feel the "need to clearly identify the project purpose", etc., for the Oregon City project. The goals, objectives, purpose, etc., were identified in the systems planning effort, detailed in the project planning effort, specifically identified and spelled out in detail in the draft environmental impact statement, and established at the very beginning of the project. They were not and should not be finalized prior to the CAC committee involvement.

2. We did not initiate the involvement of the CAC too early on the Oregon City project. We followed the outline, as indicated in Area 1. If the intent of Glen Green's letter is to "kiss off" the CAC; that is, to establish the goals, objectives, and project and then ask the citizen to bless the project, this is totally against the Oregon Action Plan, will not work, and indicates a total failure on the part of Glen Green to acknowledge citizen advisory committee effort in development of projects.

3. I understand the third area as meaning that the CAC should be used as a facade. That is not realistic, and I can assure you that projects in the metropolitan area could not be advanced with the approach indicated in the first three areas outlined in Glen Green's letter.

We are not over-responsive to CAC concerns; we are responsive to CAC concerns. We have succeeded in gaining approval of the Oregon City project.

4. I completely and utterly fail to understand the fourth area, which hints at a large number of alternatives being investigated; when, in fact, only two alternatives were investigated for this project. Both alternatives were reasonable. I don't know what "all alternatives" refers to. We reconned several alternatives, but used the information that had been uncovered years ago. We spent no time in detailing these designs. I strongly disagree that a single option would have been appropriate for the Oregon City project, a $17 million investment. Glen Green's letter implys that we should not look at more than one alternative.

5. I do not understand the fifth area of concern.

The five areas are totally unreasonable and ridiculous in the development of a complex, new facility, such as the Oregon City project. I agree that PE costs are high and have asked Glen Green for assistance. I have taken the high PE costs to local city councils. Two years ago I took the high PE cost question to CRAG, at which time they informed me the PE efforts were not excessive and recommended that I not reduce any part of the effort in the development of projects.

I have no way of responding to FHWA's analysis of high PE costs, since I am not privileged to those analyses; nor do I have any recommendations for streamlining project development procedures. We have been complimented by the Federal Highway Administration on our project development and, more specifically, our citizen participation.

I urge an immediate meeting to request Glen Green to explain his letter.

RNB:ke

cc: E. S. Hunter
G. A. Potter
J. H. Versteeg

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OREGON STATE HIGHWAY DIVISION
INTER-OFFICE CORRESPONDENCE
March 3, 1980
Salem, OR 97310

FILE:

FROM: Gary A. Potter, Manager GP
Environmental Section

SUBJECT: Oregon City Bypass
FHWA Letter of February 20, 1980

TO: E. S. Hunter
Asst. State Highway Engineer

NOTED
E. S. HUNTER

The following are my comments on the subject letter.

Paragraph 1

The estimate is probably more like $17 million. This reduces the percent of preliminary engineering to 6% or less.

Paragraph 2

The FHWA again states their concern over high preliminary engineering, particularly in Portland, and states several meetings have been held. The meetings all result in no resolution, simply because agreement is not being reached by the parties involved on what to do. So the "problem" keeps coming up.

FHWA Point #1

Lack of well defined goals and objectives. This is an unfounded charge since the Metro Region puts together better goals and objectives than any other Region in the Division. In fact, most other projects in the state do not even have separate goals and objectives other than those contained in the environmental statement and/or Location Prospectus. Simply, the fact that Metro defines clearly and writes down goals and objectives on the project and adheres to them during project development, shows that FHWA has erred on this issue. As far as I know, these goals and objectives are the first order of business and are done prior to any significant Citizen Advisory Committee activities.

FHWA Points #1, 2, 3

The other thing that amazes me is that recently the FHWA approved and adopted our Oregon Action Plan, which is an FHWA mandated document. The Action Plan spells out, in detail, our policies and procedures with regard to citizen involvement during project development, in response to FHWA requirements. Why did not FHWA make its concerns known then? Where did FHWA state that the involvement of our Citizen Advisory Committees was not timely or appropriate. Let me recite the policies of citizen involvement as embodied in the Action Plan introduction:

PUBLIC PARTICIPATION

> A major element in all of Department's decision-making procedures is the opportunity for public participation. Citizens, as well as government

> agencies, that may be affected by ODOT actions are encouraged to be involved in all phases of Department activity from statewide transportation planning to specific project implementation.
>
> Many techniques are used to elicit this public participation. For example, A-95 notification procedures are followed: public meetings, hearings and workshops are held throughout the state; citizen and technical advisory commitees are formed when appropriate. In addition, cities, counties and metropolitan planning organizations provide opportunities for public participation in their own transportation planning activities. Many of these local activities are then related to the Department's statewide efforts.
>
> In explaining the Department's operating procedures, the Oregon Action Plan points out the opportunities for public participation in ODOT's decision-making processes.

Let me further recite the mandate that the Region Engineer must meet during the Location phase as stated on Page 43 and 44 of the Action Plan.

> 5. Citizen Involvement Program. There are two phases to the Citizen Involvement Program used during the reconnaissance study: a Project Citizen's Advisory Committee and a general public participation program.
>
> A. Project Citizens Advisory Committee. In the preliminary stages of reconnaissance, a Project Citizens' Advisory Committee is established to help select and evaluate a suitable range of alternative corridors. For state projects, the Region Engineer notifies the Local Citizen Involvement Committee of the need for a project advisory committee and asks for recommendations for membership. Based on these recommendations, the "interested parties" list and other persons indicating an interest, the Region Engineer appoints individuals who live, work, or own property within the study area or close to it. When appropriate, the Region Engineer may utilize an existing citizen advisory committee whose members meet this criteria rather than forming a New Project Citizens' Advisory Committee. (For projects proposed by a local government, the project advisory committee is appointed by the local governing body.)
>
> The activities of the Project Citizens' Advisory Committee are coordinated by the Region Engineer, assisted by Intergovernmental and Public Affairs. The committee works with the interdisciplinary team to:
>
> -Define important local public attitudes and concerns (community values);

-Suggest ways of involving local citizens in the reconnaissance study (emphasizing feedback mechanisms);

-Assist in contacting affected groups and individuals;

-Assist in identifying sensitive areas and the positive and negative impacts on them that should be studied;

-Advise in the development and evaluation of the relative cost/benefit/effectiveness of alternative highway corridors;

-Suggest possible joint-use features.

Recommendations made by the Project Citizens' Advisory Committee are directed to the interdisciplinary team and Environmental Section Manager.

I will also quote from FHWA's own Program Manual, FHPM 7-7-1 Paragraph 4, titled POLICY:

> "(2) other agencies and the public be involved in system planning and project development early enough to influence technical studies and final decisions......"

This policy is contained in the directive that mandated preparation of the Action Plan.

Furthermore, I can recite a one/half dozen FHWA publications that state citizen involvement activities must be begun as early as practicable in project development activities in order to be effective. If FHWA feels that we are not progressing adequately, they should tell us when we should begin and advise us to change our Action Plan accordingly.

In conclusion, it appears that FHWA's letter of February 20, 1980, conflicts with the Oregon Action Plan, FHWA's own internal policies and represents a change in FHWA Policy that has been originated at the Division office level.

FHWA Point #4

Over-responsiveness to those preparing the environmental document.

The Oregon City Bypass DEIS contains 3 alternatives - Canyon Route B, Ridge Route A and no-build. The DEIS also dismisses 2 complete and separate corridor alignments and 4 corridor options or modifications of corridors A and B. In essence, the DEIS rejects more alternatives than it carries forth for detailed consideration.

I can agree that the reconnaissance type survey should be conducted and that too much detail is not desirable. However, the only time and effort that is lost is on the rejected alternative. The information on the selected alternative is applicable through final design.

I cannot agree that the number of alternatives can be further reduced on the Oregon City Bypass DEIS and hearing. We still have, on the record, Department of Interior opposition to the selection of Corridor B, even with presentation of Corridor A. If Corridor A had not been presented, then only build and no-build in the Canyon would have been the alternatives and the DEIS would not have been judged acceptable by natural resource agencies and by even FHWA itself. FHWA even mentioned that the alternatives of improving the existing route was insufficiently treated in an August 27, 1979, letter:

> The Draft EIS is lacking, however, in its failure to discuss an "Improve Existing Alternative". In a short paragraph which discusses the option of not building a highway, the Draft EIS states that the present route could be improved by normal maintenance measures. The EIS also mentions that "other traffic management could be implemented, such as one-way streets, removal of all parking, increased transit use, changed work hours, etc." (DEIS Page 6). We are concerned that this discussion does not adequately address the possibility of improving existing alignments in lieu of building a new highway. The final EIS should more completely discuss this alternative.

FHWA further states that the EIS is lacking in another arena of alternatives in the same letter:

> In addition to the "No-Build", "Build", and "Improve Existing" Alternatives, the EIS should consider the "Alternate Modes of Transportation" Alternative. The EIS discusses the subject of alternative transportation modes under the heading "Sociology - Existing Setting" (DEIS, p. 67). The information contained therein contained therein should be supplemented and analyzed as an alternative to building a new highway.

So it appears, in spite of the concerns of the Division Office, that the alternatives in the DEIS were insufficieny presented, at least in the opinion of FHWA.

FHWA Point #5

Over-reaction to an individual's or agency's preception of Federal Requirements. I am not sure I understand this point. I suspect it is directed at two things: (1) whether wetlands are impacted by the project or not, and (2) whether the wetlands are significant, and, if so, should they be replaced or at least some attempt made to minimize harm.

First of all, there are wetlands (2.4 acres) destroyed by the project. FHWA again tells us what to do given that fact. The following passage appears in their previously quoted August 27 letter on the DEIS:

Wetlands

> The Draft EIS discusses the significant wetlands and points out those wetland areas in the project area that will be affected by the various alternatives. The Statement acknowledges that Executive Order 11990, Protection of Wetlands, issued by the President in 1977, requires that new construction in wetland areas be avoided unless there isno practicable measures to minimize harm to the area.
>
> The Draft states that "The specific methods of replacement and/or enhancement of significant wetlands impacts will be developed during future stages of project development if a Build alternative is selected" (DEIS, Page 39). These mitigation measures should be detailed in the Final EIS, along with a separate section or exhibit entitled "Wetlands Finding" which indicates that this project complies with the mandates of Executive Order 11990.

I do not know how this can be considered an over-reaction-in fact, FHWA says we must do additional work for the FEIS so we can comply "with the mandates of Executive Order 11990." This does not appear to be a "perceived federal requirement," nor do we seem to have much latitude for determining its reasonableness. ODOT generally pursues the issue of "reasonableness" of federal regulations through channels other than FHWA.

In summary, I believe that ODOT must pursue this issue with FHWA to some end. The continued raising of those issues without resolution is frustrating to both agencies.

I recommend that the request to FHWA for PE funds by withdrawn, and that the FEIS be finished and submitted for Design approval with State funds. At that time, we should request that FHWA submit all changes, corrections or other requirements for approval of the project to ODOT by formal written memoranda.

GAP:lb

cc: R. N. Bothman

Form FHWA 121 (6/79)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - SALEM
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project IX-78(1)
Park Place - Clackamas Community College
Preliminary Engineer

Date: February 20, 1980

From: G. L. Green, Division Administrator

Reply to Attn. of: HFO-OR

To: Mr. H. S. Coulter, State Highway Engineer

By February 1 letter Mr. Swan requested approval of an additional $509,000 to cover preliminary engineering costs on subject project. This brings the total cost of preliminary engineering on this project to $850,000 or 9.4 percent of the estimated construction costs for the selected Corridor B ($9,100,000) shown in the Study Report which was submitted on November 15, 1980.

As you realize we have been very concerned during the past several years over the high cost of preliminary engineering, particularly in the Portland Metropolitan Area. We have met on several occasions with representatives of your Metro Office to discuss prelminary engineering matters and have also reviewed individual projects in an effort to determine reasons why the costs are so high.

During our reviews and discussions we have identified the following areas which we feel contribute significantly to increased P.E. costs:

1. Lack of well defined goals and objectives for the proposed improvement. There is a need to clearly identify the project purpose, problems to be solved by the improvement and identification of possible solutions. This must be done at the onset of the project and preferably prior to Citizen Advisory Committee involvement.
2. Too early an involvement of the Citizen Advisory Committees (CAC).
3. Over-responsiveness to CAC concerns. If an adequate job is accomplished under (1) above, you should be able to address almost any CAC concern without having to gather additional information and performing detailed surveys.
4. Over-responsiveness to those preparing the environmental document. This has resulted in in-depth studies of unreasonable alternates and detailed surveys and designs on all (or most) alternates. Here again, a more comprehensive analysis under (1) above would limit the alternatives. Every effort should be made to limit detailed surveys and designs during the study of alternates. A reconnaissance type survey should normally be adequate to properly address the relative impacts of the various alternates.

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Vareteg
Potter
Boyd
Hart
Jepson
George

Please give me your thoughts on this matter by ~~April~~ 3, 1980
March

5. Over-reaction to an individual's or agency's perception of Federal requirements. This is an area which needs constant attention. If it's an unreasonable requirement it should be challenged whether it's perceived to be a Federal requirement or not.

We feel that if the above measures had been applied to the subject project that a considerable savings in P.E. would have resulted. It appears that the alternates were surveyed and designed in too much detail and that the CAC's and environmental disciplines made unreasonable demands which caused additional P.E. costs.

We cannot agree that the P.E. costs incurred on this project are appropriate for a project of this magnitude. We think the P.E. costs in the Portland area are excessive and that this situation will not change until steps are taken to provide increased guidance and control over the development of these projects.

I would appreciate your thoughts on our analysis of the high P.E. costs in the Portland area. Also any recommendations you have for lowering these costs. Together perhaps we can formulate a system which will streamline the project development procedures as well as minimizing the costs.

We are withholding approval of your request to increase the P.E. funds on the subject project until we receive a detailed analysis covering the reasons for these increased costs. The reasons set forth in Mr. Swan's February 1 letter are rather vague and do not adequately address why the P.E. costs were so high on a project of this magnitude.

G. L. Green

7-12

~~Stack~~ 160

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION
INTER-OFFICE CORRESPONDENCE
February 28, 1980
Salem, OR 97310

FILE:

FROM: Anthony J. George, Eng. Coordinator
Environmental Section

Tony

TO: J.H. Versteeg
Engineering Section

SUBJECT: Sound Barrier Estimates
Park Place-Clark Comm. College
Oregon 213
Clackamas County

Please provide us with the estimated cost for each of the four sound barriers (A, C, D AND E) listed in Table 1. The barrier locations are shown in Figure 7-4 with Figures (a) - (d) showing more detail.

Sound barriers A, C, and E were designed as earthen berms. Therefore, please include right-of-way costs into the total price estimate. Sound barrier D was designed as a wall/earth berm combination. No additional right-of-way is anticipated for this sound barrier.

Barriers A, C and D will probably not be cost effective. Therefore, a rough cost estimate is sufficient for these three. Barrier E has a good chance of being recommended and should be fully evaluated.

The cost estimate for sound Barrier B is not requested because of the excessive height required (30 feet) and because of potential conflicts with the Clairmont Water District.

In addition, please check sound barriers for engineering feasibility and alternative designs.

AJG:ct

Attachments

cc: A.D. Olson

1 Versteeg ✓
Anderson
Christensen
Sb Olson copy
Sullivan
Turpin
Trout
Wakerlig

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FEB 29 1980
ROAD DESIGN SECTION

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TABLE 1

Sound Barrier	Road Stationing	Type	Length	Height*	Attenuation
A	"R" 99+50 Lt. to "L" 96+50 Rt.	Berm	1,000 ft.	12-24 ft.	10 dBA
C	"L" 103+75 Lt. to "L" 110+00 Lt.	Berm	700 ft.	6-16 ft.	9 dBA
D	"L" 221+25 Lt. to "B" 25+00 Lt.	Wall/ Berm	200 ft.	12 ft.**	6 dBA
	"B" 25+00 Lt. to "B" 27+00 Lt.	Berm	200 ft.	24 ft.	
E	"L" 244+50 Lt. to "L" 257+00 Lt.	Berm	1,300 ft.	8-10 ft.	10 dBA

---

*Height is referenced to the existing ground elevation at the highest point of the berm or at the location of the wall.

**This is a combination of an 8 foot wall on a 4 foot fill.

FIGURE 7-4
POSSIBLE SOUND BARRIER LOCATIO

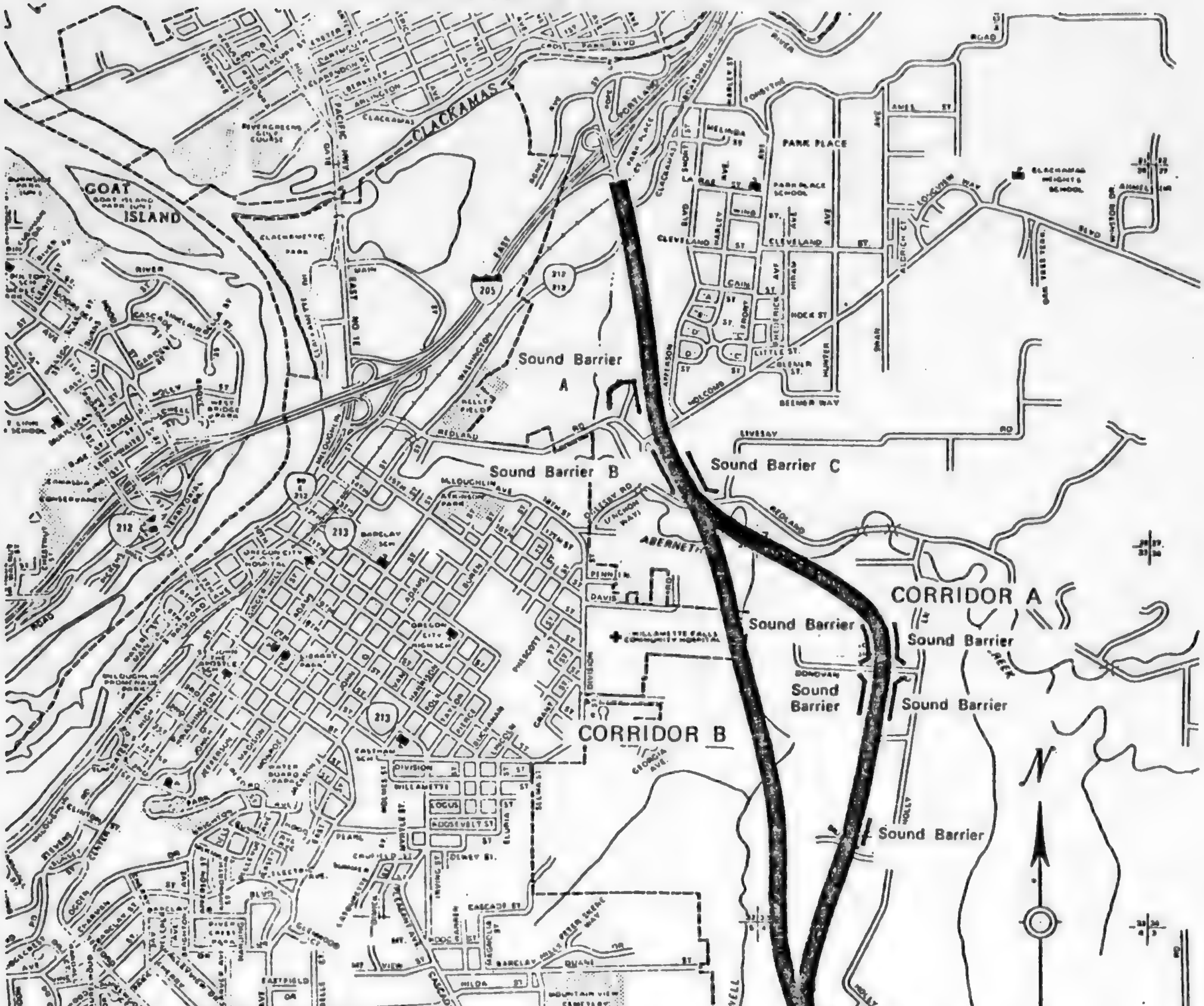
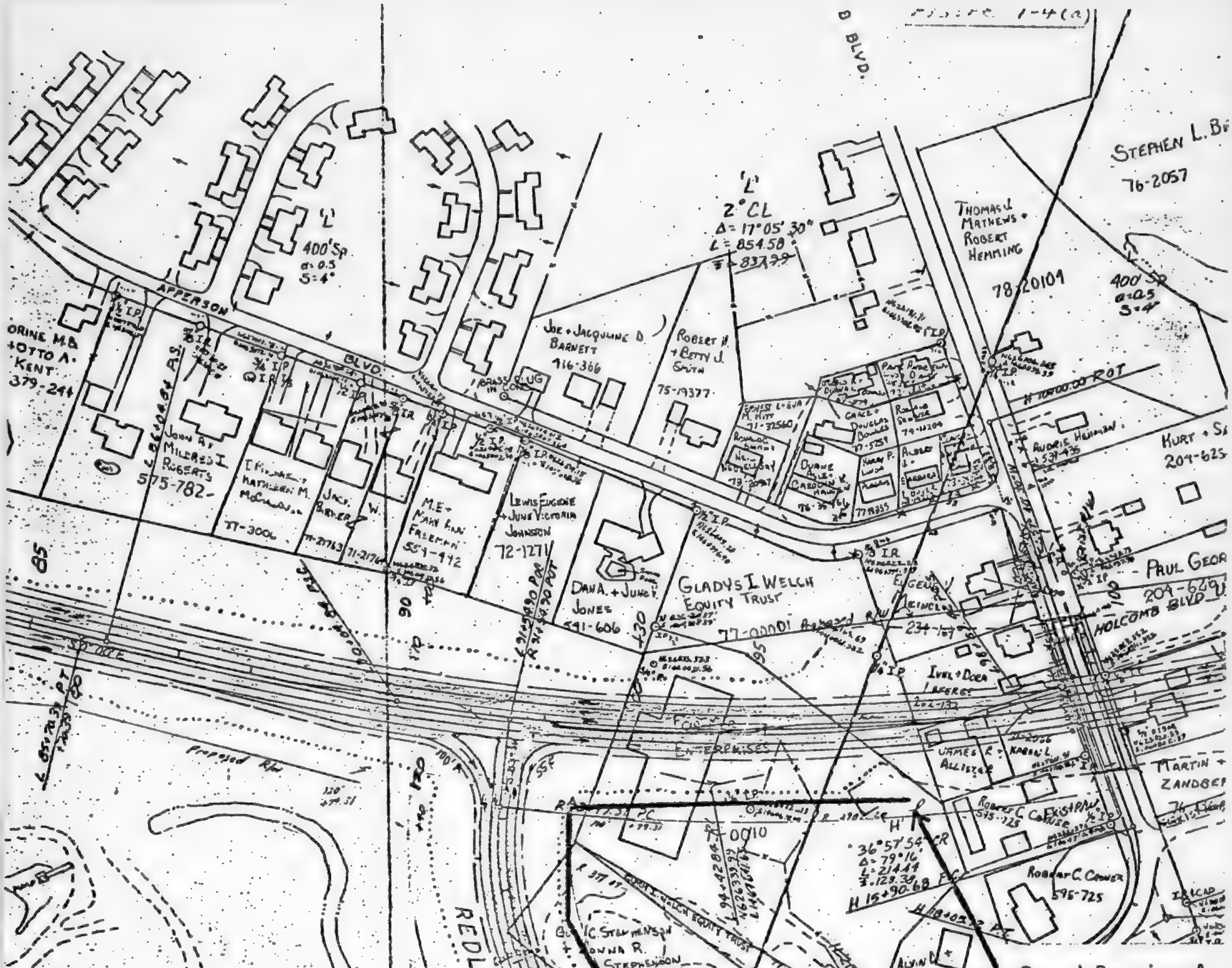

CLACKAMAS
GOAT ISLAND
PARK PLACE
Sound Barrier A
Sound Barrier B
Sound Barrier C
CORRIDOR A
CORRIDOR B
Sound Barrier
Sound Barrier
Sound Barrier
Sound Barrier
Sound Barrier
Sound Barrier D
Sound Barrier E
OREGON CITY
Pop. 12,460
N
SCALE: 1" = 2000 FT.
0
1000
2000
4000

Figure 1-4(a)


D BLVD.
APPERSON BLVD
STEPHEN L. B
76-2057
THOMAS J. MATHEWS + ROBERT HEMMING
78-20101
'L' 2° CL
Δ = 17°05'30"
L = 854.58
400' Sp
JOE + JACQUELINE D. BARNETT
416-366
ROBERT H. + BETTY J. SMITH
75-19377
JOHN R. + MILDRED I. ROBERTS
575-782
77-3006
JACK BAKER
M.E. + MARY ANN FREEMAN
559-492
LEWIS EUGENE + JUNE VICTORIA JOHNSON
72-1271
DAN A. + JUNE I. JONES
591-606
GLADYS I WELCH EQUITY TRUST
77-00001
KURT + S
204-625
PAUL GEOR
204-629
HOLCOMB BLVD
MARTIN + ZANDBE
IVEL + DORA
JAMES R. + KAREN L. ALLISTER
ROBERT C. CONNER
595-725
H 15+90.68 PC
36°57'54" CR
GUY C. STEPHENSON + DONNA R. STEPHENSON
GLADYS I. WELCH EQUITY TRUST
ALVIN C. + NORMA E. BRIGGS
11670-803
RALPH + PATRICIA WHEELER
76-16171
JACK, GOODWIN, + ANCKER A PARTNERSHIP
68-21061
36°57'54" CL
REDLAND ROAD
RICHARD R. + ROSALIE L. BLOOM
72-1628
Proposed R/W
R 99+47.24 PI
N626533.35
E1463878.61
D.L.C. NO. 42
HY D.L.C. NO. 58
H 28+00.00 POT
85
90
95
100
Ex'stg

Sound Barrier A

Residence
Sta 94+00, 340 ft. Rt.

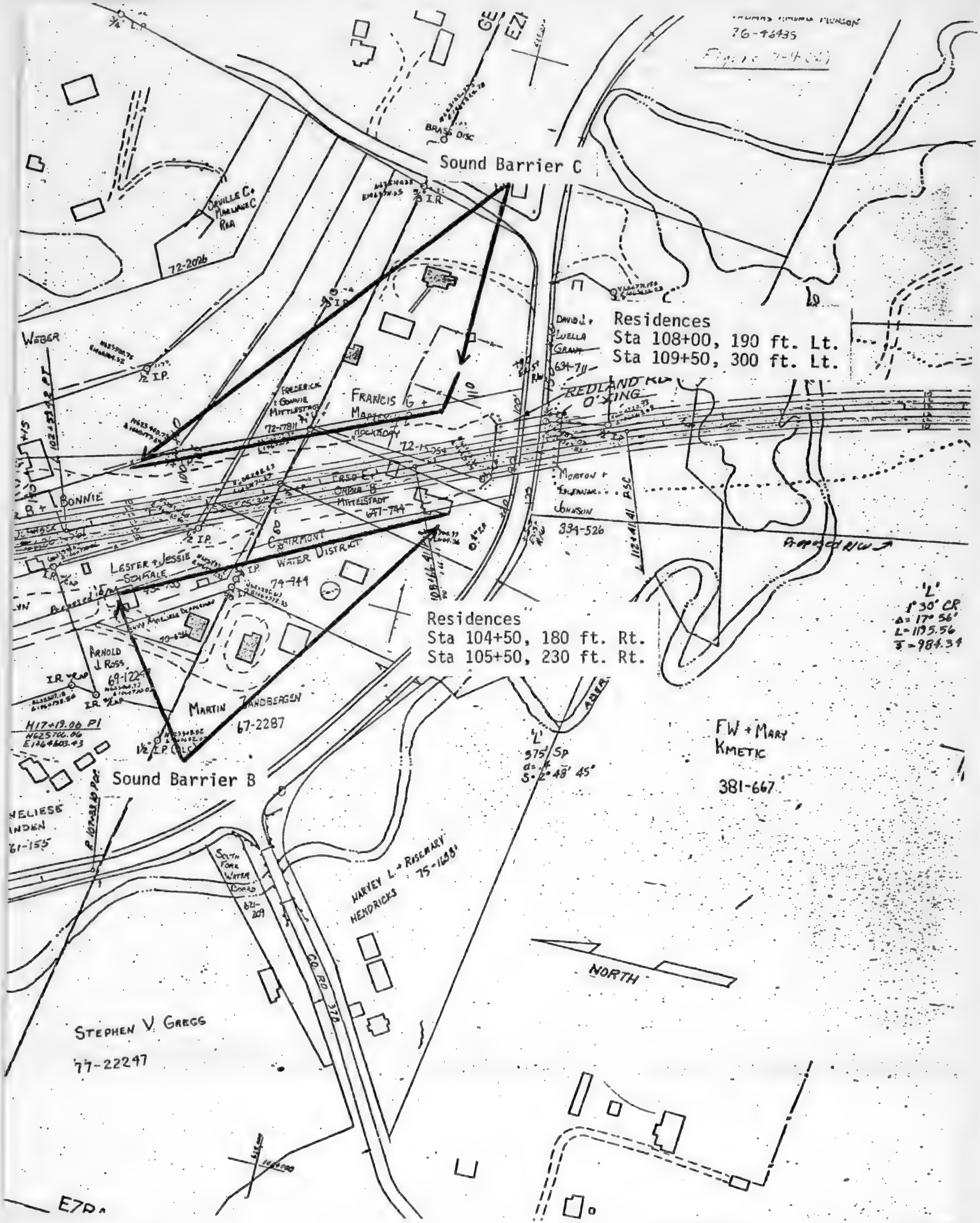


Figure 7-4(c)

Sound Barrier C
Residences
Sta 108+00, 190 ft. Lt.
Sta 109+50, 300 ft. Lt.
Residences
Sta 104+50, 180 ft. Rt.
Sta 105+50, 230 ft. Rt.
Sound Barrier B
76-46435
BRASS DISC
Orville C + Marlene C Roa
72-2026
Weber
David J + Luella Grant
634-711
Redland Rd O'xing
Francis G + Mart...
Frederick + Bonnie Mittelstadt
72-17811
Fred E + Orbie B Mittelstadt
647-784
Clairmont Water District
74-749
Lester + Jessie Schale
Morton + Eleanor Johnson
334-526
Arnold J. Ross
69-1224
Martin Zandbergen
67-2287
H17+19.06 PI
N625746.06
E1264603.43
'L'
1°30' CR
Δ=17° 56'
L=1195.56
T=984.34
'L'
375' Sp
FW + Mary Kmetic
381-667
South Fork Water Board
621-209
Harvey L + Rosemary Hendricks 75-1698
Co. Rd. 376
North
Stephen V. Gregg
77-22247

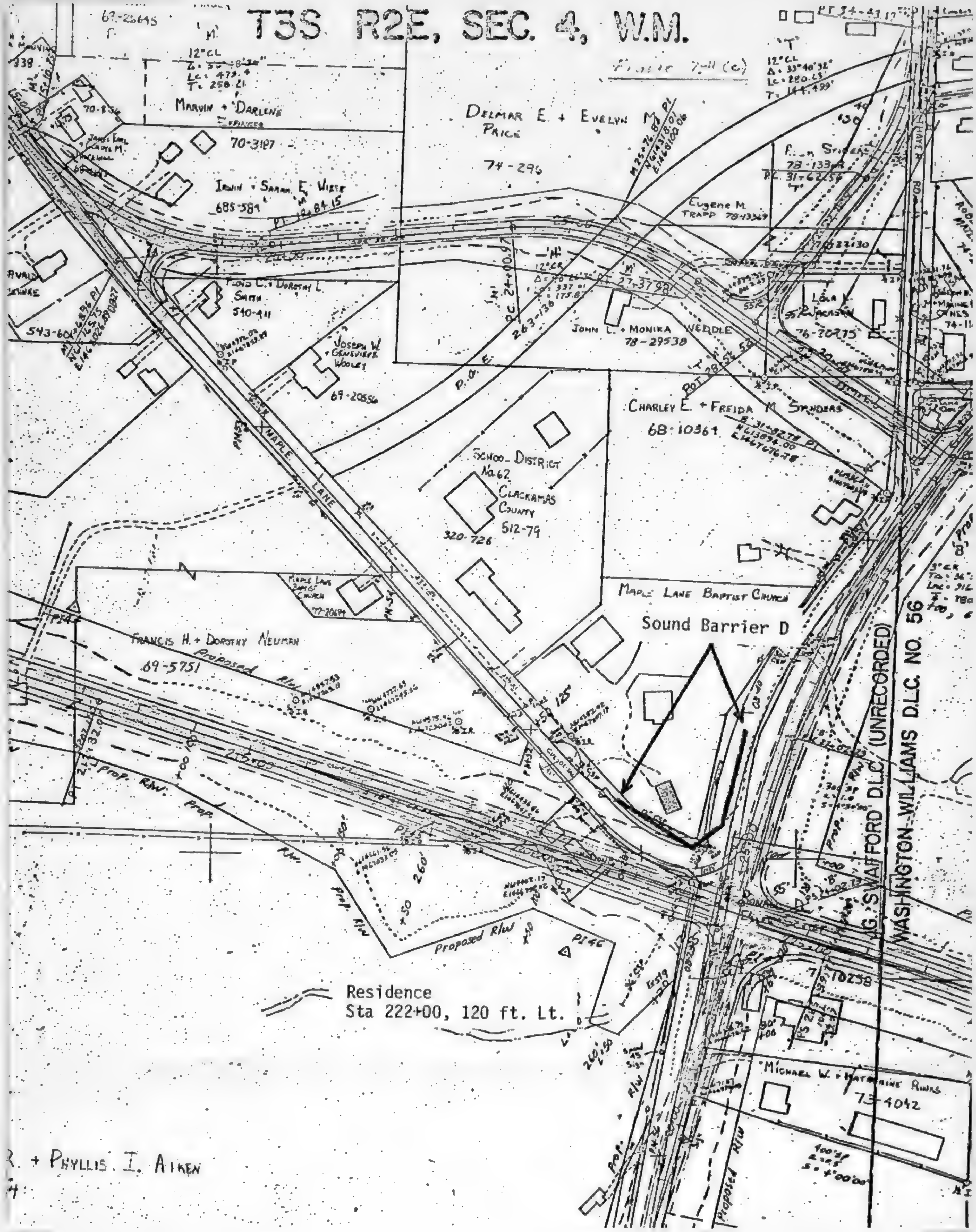


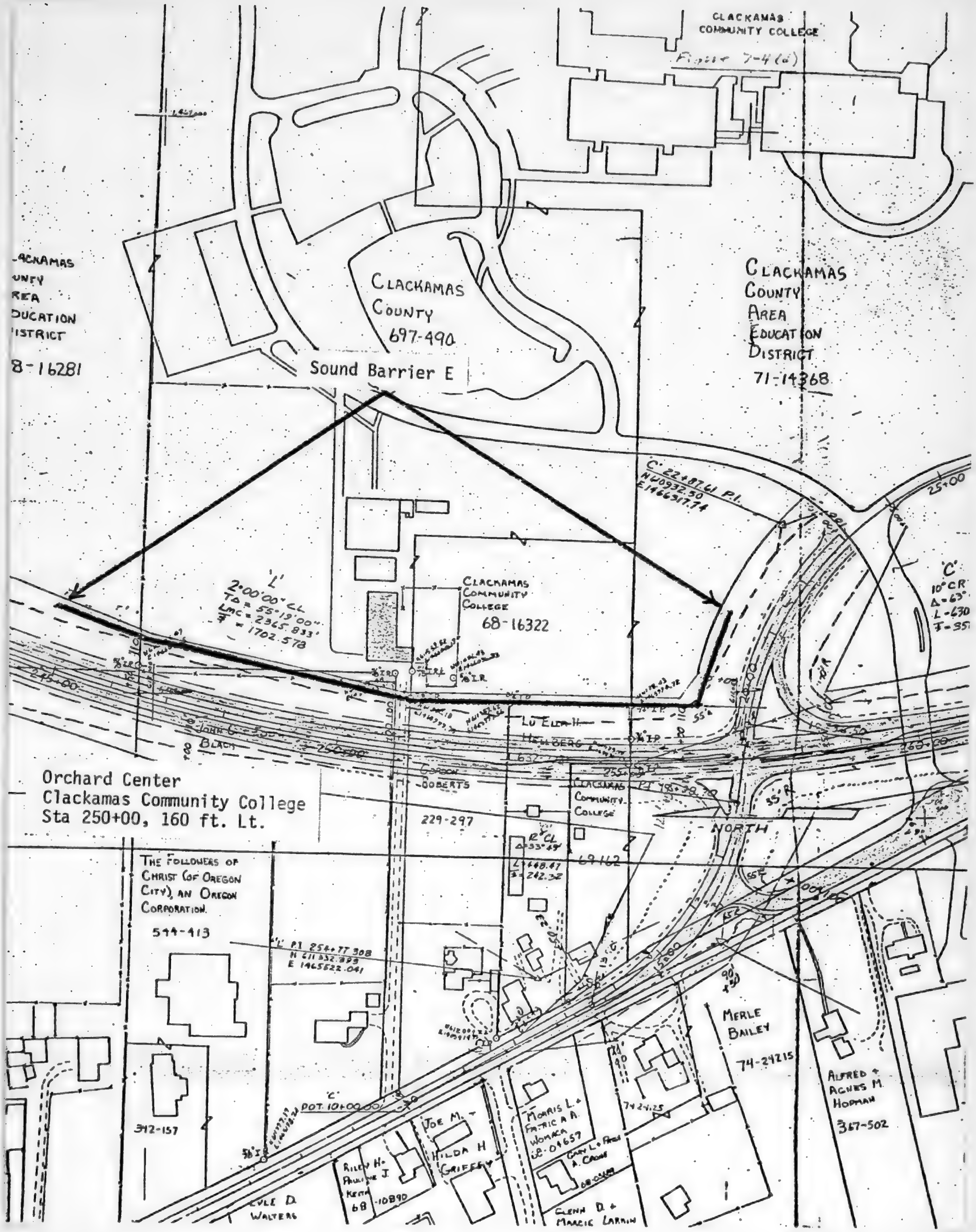
Figure 7-4 (c)

Sound Barrier D

Residence
Sta 222+00, 120 ft. Lt.

T3S R2E, SEC. 4, W.M.
Marvin + Darlene Effinger
70-3187
Delmar E. + Evelyn M. Price
74-296
Irwin + Sarah E. Vieste
685-589
Floyd C. + Dorothy L. Smith
540-411
Joseph W. + Genevieve Wooley
69-20556
John L. + Monika Weddle
78-29538
Eugene M. Trapp 78-13369
Lola V. Pearson
76-30775
Charley E. + Freida M. Sanders
68-10364
School District No. 62 Clackamas County
320-726
512-79
Maple Lane Baptist Church
77-20684
Maple Lane
Francis H. + Dorothy Neuman
69-5751
Proposed R/W
Prop. R/W
Michael W. + Katharine Rinks
73-4042
R. + Phyllis I. Aiken
J. G. Swafford D.L.C. (Unrecorded)
Washington Williams D.L.C. No. 56
P.O.E.
P.C. 24+00.97
PI 46
215+00

Figure 7-4(d)


Sound Barrier E

Orchard Center
Clackamas Community College
Sta 250+00, 160 ft. Lt.

CLACKAMAS COMMUNITY COLLEGE
LACKAMAS
UNTY
REA
DUCATION
ISTRICT
8-16281
CLACKAMAS COUNTY 697-490
CLACKAMAS COUNTY AREA EDUCATION DISTRICT 71-14368
C' 22+87.61 P.I.
N 40932.50
E 1466317.74
25+00
'L'
2°00'00" CL
TΔ = 55°19'00"
Lmc = 2365.833'
T = 1702.578
CLACKAMAS COMMUNITY COLLEGE 68-16322
'C'
10° CR
Δ-63°
L-630
T-35
245+00
JOHN C. BLACK
250+00
LU ELLA H. HEDBERG
255+00
260+00
GORDON ROBERTS
229-297
CLACKAMAS COMMUNITY COLLEGE 69-162
NORTH
THE FOLLOWERS OF CHRIST (OF OREGON CITY), AN OREGON CORPORATION.
544-413
'L' P.I. 254+77.308
N 611332.899
E 1465622.041
MERLE BAILEY
74-24215
ALFRED & AGNES M. HOPMAN
367-502
312-157
'C' POT 10+00.00
JOE M. & HILDA H. GRIFFEY
MORRIS L. & PATRICIA A. WOMACK 68-08657
74-24125
GARY L. & ARLIS A. CROWE
RILEY H. & PAULINE J. KEITH 68-10890
LYLE D. WALTERS
GLENN D. & MARGIE LARKIN

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Division of Ecological Services
Portland Field Office
727 N.E. 24th Avenue
Portland, Oregon 97232

RECEIVED
MAR 3 1980
Environmental Section

Reference: ES

February 27, 1980

Oregon State Highway Division
5821 N.E. Glisan Street
Portland, Oregon 97213

Attention: Mr. Leon Brock

Dear Sir:

This summarizes comments and recommendations provided by Larry Rasmussen and Marvin Yoshinaka of our staff at the February 12, 1980 meeting concerning the Oregon City Bypass Project.

In general, we remain extremely concerned about the overall impact that the Newell Creek route (Alternative B) would have on fish and wildlife habitats in the Newell Creek Canyon. This alternative would locate a major highway in the center of a presently undeveloped stream canyon. Newell Creek presently supports naturally maintained runs of coho salmon, steelhead trout, and cutthroat trout. Riparian and upland habitats also support a variety of wildlife species in a relatively undisturbed setting. The location of Newell Creek Canyon next to Oregon City and the urbanizing area near Clackamas Community College makes it particularly valuable to wildlife whose habitat is steadily being diminished. It is our concern that this highway and its associated disturbance will greatly reduce use of the Newell Creek area by fish and wildlife. We, therefore, continue to recommend that Alternative Route A which would have fewer damaging impacts on fish and wildlife, be chosen for this project.

Should Alternative B be selected for this project, we would recommend that the following measures be taken to mitigate losses suffered by fish and wildlife. These measures will not fully compensate for these losses since all lost habitat cannot be totally replaced.

Wetlands Mitigation -- Sites proposed by the Highway Division for development of wetlands to mitigate project-caused losses appear to be acceptable. We would also support plans to develop additional wetlands or water retention areas below the highway along upper Newell Creek provided they are not located within 100 feet of the stream. Possible collection of highway runoff from the lower Newell Creek drainage for discharge into Abernathy Creek was also proposed by Highway Division representatives. We would prefer that wetlands or

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ponds be used to retain runoff for slow release into lower Newell Creek. We request that you investigate the feasibility of developing ponds or wetlands in this area. We also request that all potential wetland development sites and measures be planned and reviewed in close cooperation with the Oregon Department of Fish and Wildlife's (ODFW) designated representative.

Stream Crossings -- All stream crossings should be designed and constructed so that existing stream widths, gradients, velocities, and bottom substrates are not changed. Culvert diameters of 14 feet as recommended by the ODFW should provide adequate conditions for fish passage.

Buffer Strips -- We support the ODFW's recommendation that a 100 foot wide vegetated buffer strip be maintained between the highway and streams.

Land Acquisition --Transfer of land into public ownership for use by wildlife would help protect such areas from future losses. However, acquisition cannot be considered to be a mitigative measure unless specific steps are taken to improve existing habitat conditions. We recommend that two areas be considered for acquisition as part of the Oregon City Bypass Project. One area consists of a wetland located next to Wetland Area E' and the eastern boundary of the Rossman landfill. The second area is located on the east side of lower Newell Creek and is composed of land parcels whose access would be severed by the proposed highway. The present quality of habitat at each site is unknown and opportunities for habitat improvement may exist. We recommend that fish and wildlife agencies be consulted to determine if habitat improvement measures are feasible or desirable in these areas.

Thank you for the opportunity to participate in the planning for this project. Please keep us informed of any future changes in project plans as they occur.

Sincerely,

Patrick L. Wright
for John W. Kincheloe
Field Supervisor

cc:
ODFW

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

November 15, 1979

In Reply Refer to
File No.: PRO 6-2

TO G. L. Green, Division Administrator
Federal Highway Administration

FROM D. E. Swan
Operation Programming Engineer

SUBJECT Study Report
Item No. 71112
Project No. IX-78(1)
Park Place-Clackamas Community College Sec.
Clackamas County

Enclosed for your information is a copy of the study report to aid you in your evaluation to determine if the Final Environmental Impact Statement (FEIS) when submitted adequately addresses the proposed location/design.

Upon FHWA's adoption of the FEIS which constitutes location/design approval, we request authorization to proceed with the portion of preliminary engineering under the subject project necessary to obtain PS&E approval with no additional obligation of Federal Funds.

JLG:sr

Encl.
cc: H. S. Coulter
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E. S. Hunter
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Max Klotz (Metro)
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Form 734-3122

CONTENTS

Page

Recommendations 1

Background 2

Purpose 2

History 2

Project Development 3

Alternatives Considered 3

Project Costs 8

Hearing Summary 9

Recommended Mitigative Measures 14

Section

Clackamas County Resolution, Oregon City
Council Resolution . . . . A
Hearing Transcript . . . . B
Hearing Map C
Comparative Summary of Environmental Impacts. . D

RECOMMENDATION

The Oregon Department of Transportation recommends selection of the Corridor B build option, modified alignment.

The department also recommends modification of the typical section from a four-foot median to an eight-foot paved median to allow installation of concrete median barrier either with project, or at some future time. The right-of-way for realignment of county roads should be held to constant width as per county standards and easements should be obtained as necessary for construction of slopes and ditches. Slopes and cleared areas should receive special treatment to assure revegetation with native plants, shrubs and trees to enhance the aesthetic appearance of the route.

These recommendations are based on the following.

The hearing testimony showed overwhelming support for construction of the corridor B modified alignment.

A definite need exist for a physical separation between the opposing traffic lanes.

Costs of a separated planted median area are quite high and appropiate treatment of cleared areas can accomplish the desired effect.

Public concern was quite evident that property acquisition be held to a minimum, especially along county roadways.

HEARING STUDY REPORT

Oregon City Bypass
Park Place to Clackamas Community College
Mollala Highway
Clackamas County

BACKGROUND

The proposed project is the construction of a bypass route around downtown Oregon City. The affected route is the Cascade Highway, OREGON 213, from the Park Place Interchange on I-205 south to Clackamas Community College. The Cascade Highway extends to the north through Portland, and serves many small cities south of Oregon City, extending to Silverton. The four and a half mile Park Place-Clackamas Community College section of the existing Cascade South Highway passes through the center of Oregon City on urban arterials, adding substantial through traffic to the high volume of local vehicles on these streets. The through traffic consists primarily of commuters traveling to/from developing areas south of Oregon City for jobs, shopping and other urban amenities to the north. The result is significant traffic congestion and long commuting times along the route through Oregon City.

PROJECT PURPOSE

It has been recognized for some years that some improvement to the route is necessary to relieve the traffic congestion and to provide a safer, more convenient commuter route in the corridor. Improvements to the existing highway sufficient to manage the traffic would be extremely disruptive to densely developed residential and commercial neighborhoods, some of which contain sites of historical significance. Additionally, numerous school crossings, a school, library, hospital and City Hall are located along the existing route that would be seriously affected by large-scale highway improvement. As a result, the only feasible corridors for a bypass which would serve traffic desires, lie to the east of the city in open space or sparsely developed lands.

PROJECT HISTORY

-A bypass for Oregon City has been in the discussion phase for the past ten years. Funding, in the past has been the major obstacle to implementing the bypass, not the lack of need to reduce congestion in Oregon City.

-Funds were approved in 1978 from the defunct Mt. Hood Freeway project. The 15% local match was to come from state bond funds. With inflation and a deeper study of the project, it became obvious that the funding was inadequate. The Metropolitan Service District has approved additional federal funds and the Department of Transportation has agreed, if certain conditions are met, to furnish the needed additional local match.

- Project costs shown in the Draft EIS range from $12.7 million to $13.5 million (representing 1977 dollars) to build the full four lane improvement. Depending upon the alternative selected, current costs will range from $15.4 to $16.4 million.

- A 23 member Citizens Advisory Committee (CAC) has been working with the Department of Transportation along with city and county staffs in developing the project alternatives.

- Two alternative routes have been identified; one alternative places the bypass along the Newell Creek Canyon corridor and the other runs along the ridge east of the canyon near Holly Lane.

- Public information meetings in cooperation with the project CAC were held in May of 1978 and June of 1979.

- The county has adopted a site review process, preserving the bypass corridors from major construction, to hold down the right-of-way cost for the project. This process will end in November 1979.

- The corridor/design hearing was held July 25, 1979 with strong public support expressed for the Newell Creek Canyon corridor.

PROJECT DEVELOPMENT

Coordination with the public has been mainly through the project Citizens Advisory Committee (CAC). The CAC was appointed in November 1977 by the Oregon Department of Transportation (ODOT) after individuals were suggested by Oregon City and Clackamas County officials. The CAC, which includes representatives of local neighborhood groups, business and local officials, met as necessary to express local concerns to ODOT and review project progress. Meetings varied in format from the more general public meetings, to committee work sessions.

CAC concerns have centered around the adverse impacts to neighborhoods, the overall traffic and road design considerations and the effects on schools, churches and displaced persons. At a public meeting in May, 1978, the CAC took a formal stand in favor of the Corridor B route.

ALTERNATIVES

No-Build Alternative:

In addition to the alternatives that involve construction of a bypass, the option of not building the highway is analyzed, as required by law. The No-Build alternative would leave the existing Highway 213 through Oregon City as the primary travel route corridor between the two termini. Normal maintenance, including repaving, repairing of broken pavement, rerouting and similar minor work would be the main types of improvement available to the existing route with this option. However, other traffic management schemes could be implemented, such as one-way streets, removal of all parking, increased transit use, changed work hours, etc.

Build Alternative:

The bypass project is described in three segments: (1) from the north terminus at Park Place Interchange to Redland Road, (2) Redland Road to a point approximately 1300 feet north of Beaver Creek Road and, (3) that point to the south terminus at the intersection of Mollala Road (OREGON 213) just south of Clackamas Community College. During the period of time that the DEIS was being written, the location design process continued. As a result, several modifications occurred to the original alignments.

- In segment one, the bypass, Clackamas River Road, Washington Street intersection was redesigned to provide a more direct connection and some minor right-of-way changes were made.

- In segment two, corridor A, the route was located somewhat further to the southwest in the vicinity of Abernethy Creek and Donovan Road, requiring more right-of-way to the southwest and less to the northeast. Modification also involved two curves to the south of Donovan Road, placing the alignment further from the LDS Stake Center and nearer to Holly Lane, north of Morton Road. There were also some right-of-way differences in this corridor.

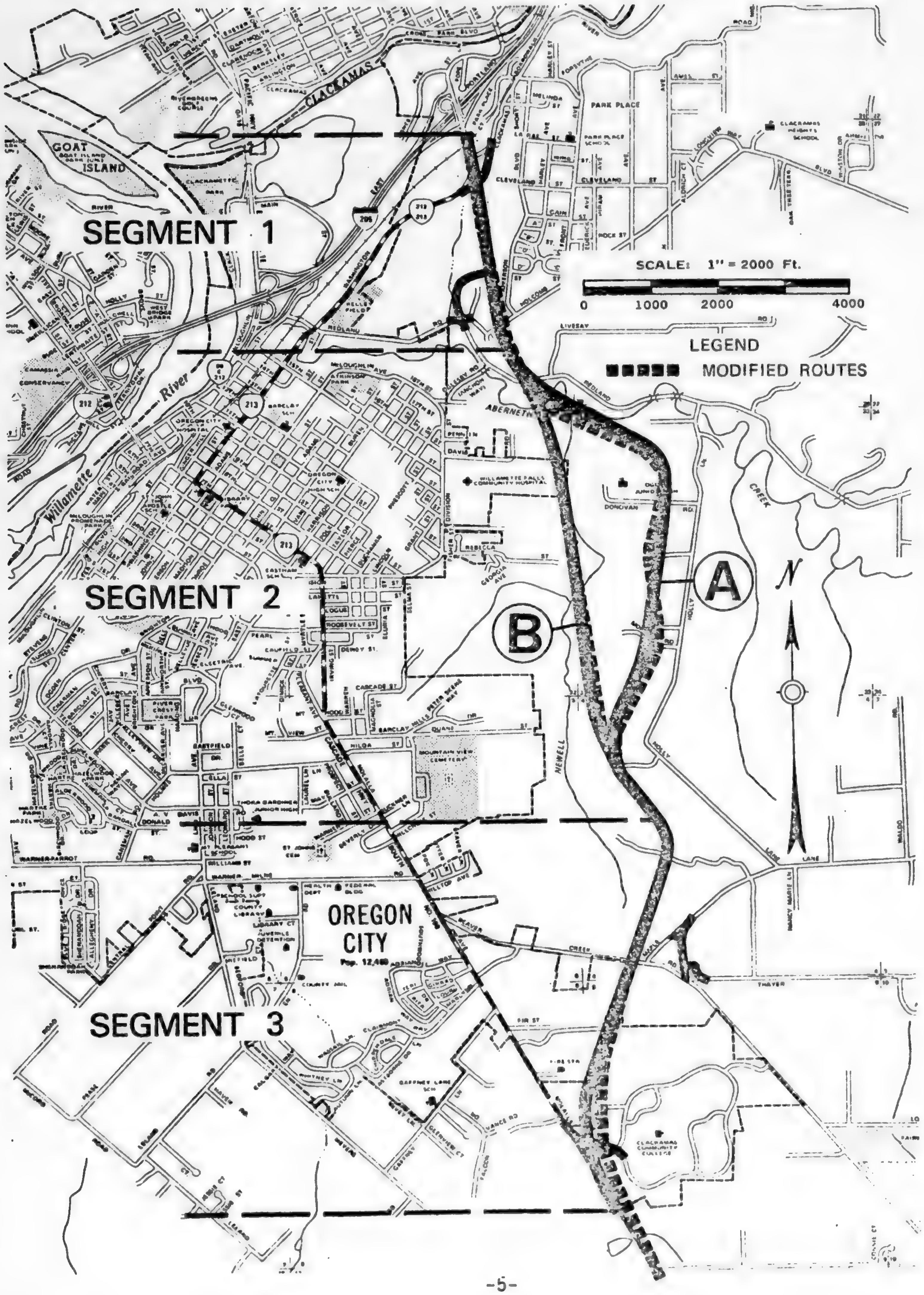
- In segment two, Corridor B, the alignment would be located 100 to 200 feet nearer to Holly Lane in the vicinity of the high tension power line crossings.

- In segment three, there were three major changes. At the Beaver Creek, Mollala Avenue area the road is about 100 feet east of the original route. The Maple Lane-Thayer Road connection to Beaver Creek Road has been redesigned involving some changes in right-of-way and alignment; and there are some alignment differences in the vicinity of the Clackamas Community College.

Segment 1 (Park Place Interchange to Redland Road)

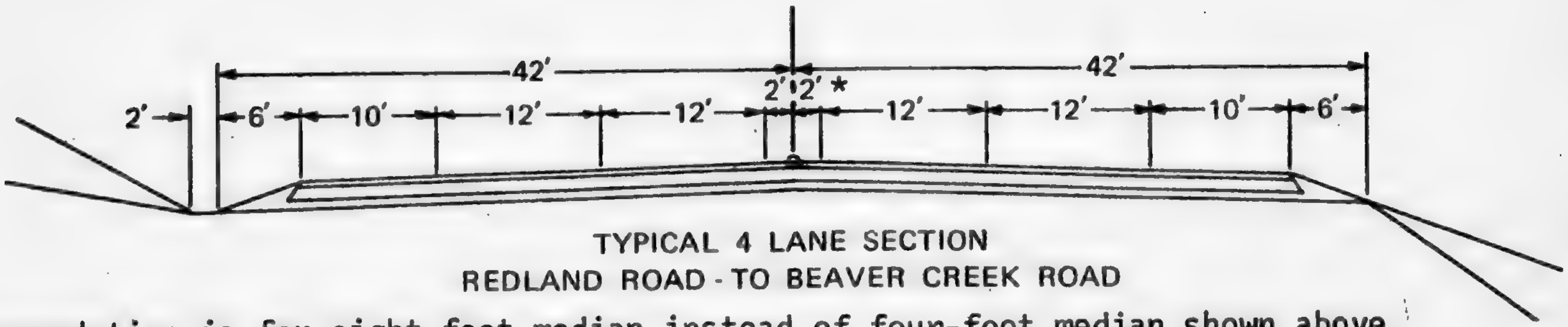
From the Park Place Interchange, the bypass would be constructed in a southerly direction. Clackamas River Road and Washington Street (existing Cascade Highway) would be realigned to construct the four-way intersection with the bypass. From this intersection, the highway would cross Rossman Sanitary Landfill to the new Redland Road access intersection. Continuing south, the bypass would pass under Holcomb Boulevard (a new bridge would be constructed on Holcomb) and cross over Redland Road with a bridge.

PROJECT ALTERNATIVES


SEGMENT 1
SEGMENT 2
SEGMENT 3
SCALE: 1" = 2000 Ft.
0
1000
2000
4000
LEGEND
▆▆▆ MODIFIED ROUTES
A
B
N
OREGON CITY
Pop. 12,480
GOAT ISLAND
CLACKAMAS
Willamette River
PARK PLACE
ABERNETHY
CREEK
MOUNTAIN VIEW CEMETERY
WILLAMETTE FALLS COMMUNITY HOSPITAL
CLACKAMAS COMMUNITY COLLEGE
OREGON CITY HIGH SCH
212
213
205

OREGON CITY BYPASS

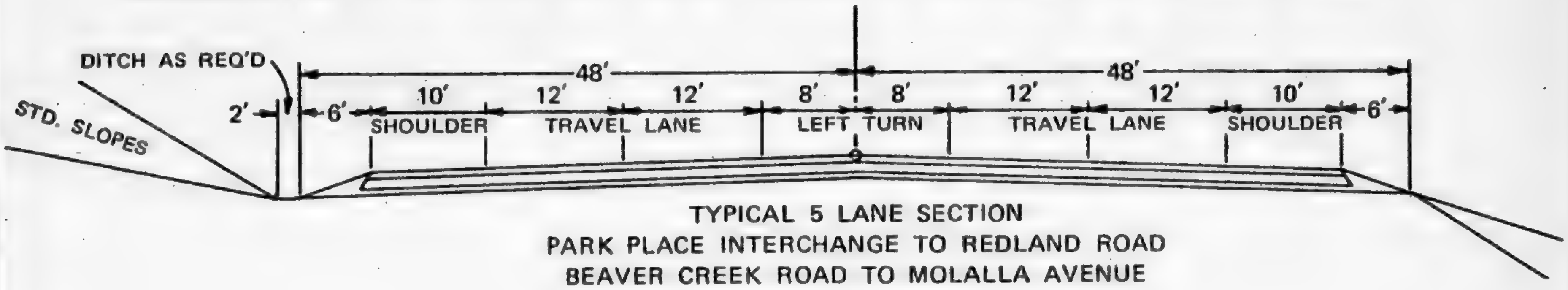
TYPICAL SECTIONS



42'
42'
2'
6'
10'
12'
12'
2'
2' *
12'
12'
10'
6'

TYPICAL 4 LANE SECTION
REDLAND ROAD - TO BEAVER CREEK ROAD

* Recommendation is for eight-foot median instead of four-foot median shown above.



DITCH AS REQ'D
STD. SLOPES
48'
48'
2'
6'
10'
SHOULDER
12'
TRAVEL LANE
12'
8'
LEFT TURN
8'
12'
TRAVEL LANE
12'
10'
SHOULDER
6'

TYPICAL 5 LANE SECTION
PARK PLACE INTERCHANGE TO REDLAND ROAD
BEAVER CREEK ROAD TO MOLALLA AVENUE

Segment 2 (Redland Road to 1,300 feet north of Beaver Creek Road)

Between these two points, two alternatives are being considered: Corridor A, generally paralleling Abernethy Creek to just west of Holly Lane, then generally paralleling Holly Lane on the ridge; and Corridor B, generally following the canyon of Newell Creek. In keeping with desires of regional officials to limit access to four points, neither option would allow access to the bypass in this segment.

Corridor A

From Redland Road, the highway would curve to the southeast, crossing Abernethy Creek with a new bridge, then generally paralleling the creek on the southwest bank. Then the highway would curve to the south on the ridge top, passing under Donovan Road (a bridge on Donovan Road would be built) between Ogden Junior High School and the LDS Stake. In this area, the highway would be depressed below ground level. The highway would continue southerly to the point north of Beaver Creek Road, passing under two major electric transmission lines.

Corridor B

From Redland Road, the highway would continue generally southerly, crossing Abernethy Creek with a new structure, then following the west side of Newell Creek Canyon upstream to a point about halfway through the segment. At that point, the creek would be bridged and the bypass would continue south on the east slope of the canyon to the point north of Beaver Creek Road. This option would also be crossed by the two transmission lines.

Segment 3 (Point 1,300 feet north of Beaver Creek Rd. to Molalla Ave.

In this segment, the bypass would continue generally southerly from the point north of Beaver Creek Road to the intersection at Beaver Creek Road. Maple Lane would be terminated with a cul-de-sac and traffic re-routed to a new road leading to Beaver Creek Road. Thayer Road would be realigned to intersect with the new Maple Lane extension and Beaver Creek Road would be rebuilt.

From the Beaver Creek Road intersection, the bypass would continue southwesterly to the intersection for Molalla Avenue and the Clackamas Community College entrance. From this intersection to the south project terminus, the bypass would be constructed essentially on the existing highway for approximately 0.1 mile. At that point, the bypass would terminate at the existing highway north of Glen Oak/Caufield roads.

PROJECT COSTS

The following is a comparison of the estimated costs for the build alternatives.

	Corridor A	B
Right-of-Way	4,100,000	3,600,000
Construction	9,400,000	9,100,000
TOTAL(shown in project DEIS)	13,500,000	12,700,000

CURRENT ESTIMATE BASED ON JULY 1979 CONSTRUCTION COSTS

TOTAL	15,400,000	16,400,000

ENVIRONMENTAL IMPACTS

The environmental impacts detailed in the Draft Environmental Impact Statement are summarized in section E of the appendix.

PRE-HEARING INVOLVMENT

Prehearing activities included the public information meeting on June 26, 1979 and an information session from 3:30 to 7:30 pm on July 25, 1979. A four-page newsletter was mailed to the project area (12,000± copies) and the required legal notices were placed in the Oregonian, the Oregon Journal. and the Enterprise Courier.

PUBLIC HEARING

The formal corridor/design public hearing was held from 7:30 to 9:10 pm July 25, 1979 at Ogden Junior High School. There were approximately 160 persons present, 30 offered oral testimony and three of these also submitted written statements. Forty hearing cards were received, ten of which offered written testimony, and fourteen letters were received by mail offering testimony.

HEARING TESTIMONY

Two options were presented at the hearing and in the Draft Environmental Impact Statement; a Build and a No Build option. Of those testifying, 39 favored the Build option, and three favored the No Build option.

The Build option presented contained two corridors being considered for segment 2 of the bypass: Corridor A or the ridge route, and corridor B or the Newell Creek Canyon route. Of those testifying, 32 favored the canyon route and five favored the ridge route.

SUMMARY OF WRITTEN/ORAL TESTIMONY AND RECOMMENDATIONS

Comment: Two persons requested consideration of a routing to the west of Newell Creek and Corridor B.

Recommendation: As was noted in the Draft Environmental Impact Statement, several other corridors were investigated and dismissed for various reasons. Of those investigated, two were in the area suggested in testimony, Corridor B (South) and Corridor BA (west), see figure 5 from the Draft Environmental Impact Statement.

The BA (west) portion of Corridor B was rejected due to the massive cuts and fills and excessive grades. This option would be more costly and involve more environmental impact.

The B (south) portion of Corridor B would conflict with a shopping complex and several private dwellings.

This route would also involve excessive cuts and fills and would have lengthy, steep grades requiring longer truck climbing lanes. This would be more costly and could require further noise mitigation.

Comment: Nine persons expressed concern over the effect of inflation and delays on the overall project costs. The concern was that the project be built as soon as possible and that the cost be held down as much as possible.

Recommendation: Proceed with the project as fast as possible.

Comment: Five persons expressed concern over the aesthetic appearance of the bypass. The desire was for a scenic route. The chairman of the Citizens Advisory Committee, speaking for the 25 members of the committee, indicated a preference for a separated roadway with natural ground showing in the median or possibly a planted median.

Recommendation: Several possible modifications were investigated by ODOT's staff to produce a scenic route. A design for a 86-foot roadway section was investigated. This 86-foot design would be 14-feet wider than the 72-foot typical section, allowing a ten-foot median strip for planting, and would cost about $1 million more than the design shown in the DEIS. This cost is primarily associated with the additional earth work required for the wider section in the canyon.

The following factors were considered by ODOT staff in making a recommendation:

The 86-foot section "takes" 14-feet of natural vegetation in order to gain 10 feet of planted median area of questionable aesthetic value.

The significant additional cost increase to the project due to the additional clearing of land and right-of-way required, would not be cost effective.

The 86-foot typical section will increase earth work quantities. The work necessary to reduce geologic hazards would also increase.

A definite need exists to design so that concrete median barriers can be installed either initially or at some future date (to improve safety). This could be accomplished with a 76-foot section (i.e., an eight-foot paved median) and a cost of \$350,000±.

The ODOT recommendation is to build a 76-foot typical section (with median barrier if possible) and include special planting in the contract in order to establish native plants, shrubs, and trees for the slopes and cleared areas.

Comment: Several people expressed concern over the design of the Beaver Creek Road intersection with the bypass and Maple Lane. They felt a traffic signal may be needed at Maple Lane and an interchange may be called for at Beaver Creek intersection with the bypass.

Recommendation: This question has been raised in the past, and while traffic projections through year 2000 will not require an interchange, the design can accommodate an overpass, should one become necessary in the future. The Maple Lane intersection is designed to allow future signal installation should it prove necessary. Current traffic projections indicate that the signal will not be warranted until about 1997 or later.

Comment: Several people expressed concern over the amount of property being taken and the width of the right-of-way being acquired, for the realignment of two county roads, Maple Lane and Thayer Road.

Recommendation: After consultation with the county, it is being recommended that right-of-way for county roads be held to a constant width in compliance with county standards. Necessary work outside of this right-of-way width will be done on easements, thus keeping property acquisition to a minimum.

Comment: Concern was expressed that the project plans make provisions for future easements for a sewer trunk line.

Recommendation: A regional sewage treatment facility is planned in the Oregon City, Gladstone area. One of the proposed sewer trunk lines is planned to run in the same general corridor as the canyon route. Funding for that project is uncertain at present and formation of an appropriate local improvement district has not been accomplished. Appropriate contacts are being made with the Clackamas County Service District No. 1 and provision will be made for review and comment on the project plans by the service district.

Comment: Several persons expressed concern that the fish and wildlife resources in Newell Creek Canyon be protected as much as possible.

Recommendation: Contact has been made with the State Fish and Wildlife Commission and the mitigative measures required will be incorporated into the project plans.

Comment: One person requested inclusion of bike routes on the project.

Recommendation: The shoulders of the bypass will be signed and striped as standard Class III bikelanes.

Comment: Two persons spoke on behalf of Clackamas Community College in requesting that segment three, or the westerly alignment, be used while four property owners (oral and written testimony from three private citizens and a resolution passed by Friends of Christ Church, an Oregon Corporation) testified favoring the segment three-modified, or easterly alignment.

Recommendation: The easterly alignment represents a fairly equitable trade-off in impacts to private property and college property, and the remaining impacts perceived by the college staff and board can be mitigated to some extent. The Oregon Department of Transportation staff recommends proceeding with the easterly alignment.

Comment: There are a number of fairly large severed parcels on the project. Several property owners expressed concern as to how they would be compensated and how or if access could be obtained to those severed parcels.

Recommendation: In those instances in which only a portion of a property is to be acquired, the compensation is based on either the value of the land taken and damages to the remainder, if any, or the "before and after" comparison method of appraisal. This means that the owner's loss is equal to the difference in the market value of his property before the state's acquisition and its market value immediately thereafter.

In the case of landlocked parcels there are several options available:

- -Damages can be paid on the parcel either for the loss in market value or for the "cost of remedy".
- -Buy the parcel.
- -Buy and build a public road (when two or more properties are involved).
- -Buy an easement to the property and pay reduced damages (state would not build the road).
- -Buy and build a frontage road to serve the property.
- -Trade the parcel for other land, if acceptable to the property owner.

The course of action pursued by the department would be the one most economical to the state.

The recommendation as to what will be done for each individual parcel is normally made in the right-of-way liaison report. This report will be prepared after the hearing and before the actual right-of-way acquisition process starts. Final deternination of the disposition of the property will be made during negotiations for the parcel.

CONCLUSION

WHEREAS, Hearing testimony indicated overwhelming public support for a build option; and
WHEREAS, Hearing testimony indicated overwhelming public support for the Corridor B modified alignment; and
WHEREAS, Hearing testimony and the Project Citizens Advisory Committee both indicated a desire for a scenic route; and
WHEREAS, A seperated planted median would increase project costs significantly while selected planting of cleared areas would create a scenic area with nominal costs; and
WHEREAS, a definite safety need exists for a physically seperated median area; and
WHEREAS, County standards require only constant width right-of-ways;and
WHEREAS, The Metropolitan Service District, Clackamas County, and Oregon City have all placed the proposed facility on a high priority; Therefore

The Oregon Department of Transportation recommends selection of the Corridor B build option, modified alignment. Construction of an eight-foot paved median, purchase of constant width right-of-ways on county roads, and special planting of cleared areas on the project.

RECOMMENDATIONS FOR TREATMENT
OF
MITIGATIVE MEASURES
IN
FINAL EIS

Park Place to Clackamas Community College

Mollala Highway

August 1979

Metropolitan Branch
Oregon Department of Transportation

RECOMMENDED MITIGATIVE MEASURES

Mitigative measures suggested in the DEIS have been reviewed by the Metropolitan Branch staff and recommendations for their treatment in the FEIS are included as follows.

GEOLOGY MITIGATION

Geology

With Corridor B selected, engineering and geological investigations will be instigated to determine the appropriate mitigative measures and the extent of the geologic hazards.

SUMMARY
GEOLOGIC HAZARDS AND MITIGATIONS

STATIONS	HAZARDS	MITIGATIONS
	SEGMENT 1	
110+00-115+00	Landfill presents subsidence problems.	Suitable bearing (support) must be provided for the Highway
115+00-120+00	High fill to be placed across low, wet area.	Subsurface investigation to prepare design for fill.
	SEGMENT 2 Corridor B	
149+00-153+75	Same hazard as Corridor A, these stations.	Subsurface investigation to determine competency and prepare designs for fill and bridge foundations.
153+50-163+00	Alignment crosses large slide apparently inactive at this time.	Subsurface investigation to determine instability of slope and corrective measures.
164+00-169+00	Alignment crosses large slide apparently inactive at this time.	Subsurface investigation to determine mitigation to stabilize slide; probably drainage, removing material from head area, placing ballast rock, directing slope runoff away from slide, and cutting into the slide as little as possible.
170+00-191+00	Occasional bent or leaning trees indicate unstable slope areas.	Clear and stake alignment line so any problem areas can be identified and mitigation determined.
179+00-182+00	Old dump presents subsidence problems.	Same mitigation as Segment 1, Stations 110+00-115+00.
191+50-193+50	Alignment crosses 800-foot-long slide apparently inactive at this time.	Same mitigation as Stations 164+00-169+00 above.
198+00-228+00	Numerous small slides apparently inactive at this time occur here.	Subsurface investigation to determine stabilization methods; probably drainage, treatment of subgrade soils, ballast rock, and removing some slide material.
241+00-244+00	Suspect unstable subsurface in gully.	Same mitigation as Corridor A, Stations 253+00-255+00.
All Stations	Any downslope dips of the strata, not observed due to dense vegetation and deeply weathered rock, could cause serious slide problems if disturbed.	Same mitigation as Stations 170+00-191+00 above.
	SEGMENT 3	
	No geologic hazards observed.	No geologic mitigations required.

The subsurface for the high fill at Station 110-120 will be investigated to prepare a proper design for the fill and plans for compaction. Since the Abernethy Creek floodplain (Corridor B, Station 148-154) is compressible, an investigation will be done to determine soil competency and proper fill design.

The apparently inactive slides (B, 153-163) will be investigated to determine the competency of the slopes and the measures necessary to stabilize them. The gullies (241-244) will have precautionary subsurface investigations to determine soil competency and the measures necessary to correct problems, if any are discovered. The landslides (153+50-163 and 164-169) would be investigated to determine mitigation necessary to stabilize them.

Unobserved geologic hazards may occur from Stations 170 to 191. Any local dips or tilted rock strata not apparent could cause serious landslide problems.

Impacts and Mitigative Measures, Build Modified Options

Segment 1 -Modified

There are no significant differences from the Segment 1 option.

Segment 2, Corridor B-Modified

The Corridor B-Modified crosses the same series of small landslides as the B route, but further to the east. Although it appears that the B-Modified would be better located in regard to these slides, a subsurface investigation would be done.

Segment 3-Modified

There are no apparent geologic hazards.

WATER RESOURCES AND AQUATIC BIOLOGY MITIGATION

Measures will be taken to reduce long and short-term aquatic impacts.

Erosion and Sedimentation Control

Project special provisions will specify that the area exposed during construction be kept to a minimum, both in terms of area cleared and area exposed at one time. These areas will be protected as necessary. After construction, exposed slopes and stream banks will be seeded and mulched, planted in trees or shrubs or riprapped.

Hay bales or other devices will be used to limit sediment movement to creeks where necessary. Ditches will be placed on the top and bottom of cut slopes, where soil type indicates. Sedimentation ponds will be used where necessary at channel change, culvert and bridge sites.

Channel Protection

The arch culvert over Newell Creek and the structure over Abernethy Creek will be of the type, and installed in a manner to facilitate fish passage, greatly reducing the potential adverse impacts.

Equipment will be kept out of streams except where absolutely necessary during construction. Activity in channels will be restricted to June 1-August 31, or as directed by the State Fish and Wildlife department, to protect migrating fish. Weirs or similar structures may be used to reduce water velocities.

Floodplain Encroachment

Structures and fill will be designed for passage of floodwaters so that flooding patterns will not endanger adjacent properties.

Habitat Protection

The severe effects of denuding, paving and filling on steep canyon walls will be reduced by use of a buffer strip between Newell Creek and the highway. This strip will be about 100 feet or more in width, depending on physical characteristics of the area.

Miscellaneous Measures

Precautions will be taken to avoid spillage of cement, lime and similar materials and to prevent their entrance into streams. Consultation with appropriate agencies will continue so that location and design features that minimize impact are selected.

WETLANDS MITIGATION

Four basic methods for minimizing wetlands loss are available: replacement, improvement, design features incorporated into the project, and use of special measures during construction. The temporary construction measures will primarily involve erosion and sedimentation control, including collecting sediment before it enters wetlands and rerouting runoff to avoid erosion on cuts and fills. The specific methods of replacement and/or enhancement of significant wetlands impacts will be developed during future stages of project development.

BIOLOGY MITIGATION

In segment 2, visibility will be improved by tapering cut/fill transition areas further away from the highway where appropriate, to reduce the hazard to wildlife. In segment 2 and 3 the right-of-way will be planted with trees and native vegetation.

Segment 1 would be planted to vegetation beneficial to wildlife.

NOISE MITIGATION

Construction noise impacts will be mitigated primarily by restricting the construction time period. Included in construction specifications will be:

> "Construction will be allowed on Sundays, legal holidays, and on other days between 10:00 p.m. to 6:00 a.m. Exceptions to the provision can be provided by the resident engineer."

Noise mitigation for long-term noise impacts will be further considered and final mitigative proposals will be discussed in the final Noise Study Report prepared for Corridor B.

SOCIOLOGY MITIGATION

It is the policy of the Oregon Department of Transportation that persons displaced by the highway project shall receive fair and humane treatment and not suffer unnecessarily. The policy requires that property acquired for the project be purchased at fair market value. Nobody will be required to move until adequate replacement housing has been found and offered. Individuals displaced may also be eligible for relocation benefits and assistance. Another monetary compensation measure involves additive payments, which would aid displaced persons to move to comparable housing. Typically, displaced persons upgrade their housing situation.

Securing decent, safe and sanitary replacement housing for displaced persons is not expected to be a problem. The amount of new housing being built in the area outside Oregon City and the availability of used housing should allow a smooth relocation. The housing market as it is today appears to have an adequate housing supply in a wide price range for the affected persons. Preliminary studies indicate a sufficient number of single family housing units and duplex rental units are available.

Potential displacees have not been contacted by Right-of-way staff because the project is only in the development stage.

Pedestrian-activated traffic lights at the major intersections, including Clackamas Community College, will be installed to improve pedestrian safety and access. The bypass will have controlled access, with access at only four locations.

ECONOMIC MITIGATION

In accordance with right-of-way acquisition procedures business properties will be purchased at fair market value. Businesses may also be entitled to reimbursement for reasonable moving expenses, and searching for replacement property or receiving an amount equal to the annual net earnings up to $10,000 in lieu of other relocation benefits.

Coordination with effected utility and service agencies will be conducted prior to construction to allow appropriate adjustments and to ensure continuation of service.

Owners of landlocked properties will be compensated either by payment of damages or outright pruchase of "uneconomic" remainders.

CULTURAL RESOURCES MITIGATION

Build Alternative

Donation Land Claim markers affected by the project, will be referenced by placement of permanent markers. If project construction in segment 1 removes the marker at the Barlow Road crossing, the Clackamas County Historical Society will be consulted in regard to placement. The Pioneer Cemetery is not affected by the current plans, authorities will also be contacted to determine boundaries and proposed additions to the property.

Construction of the Build Alternative, all segments and corridors, will require an archaelogical reconnaissance survey of the affected area. The survey and any recommended salvage of sites will be conducted by the Oregon State Department of Anthropology at the University of Oregon. All mapping and salvaged materials will be recorded and preserved by the Museum, the official state depository designated by the Smithsonian Institute. Information obtained by these procedures would then be analyzed for significance and contribution to the cultural knowledge of the State.

All site evaluation and any recommended salvage and/or other mitigation measures will be completed prior to construction and be coordinated with the State Historic Preservation Office (SHPO). Corridor B will be examined for indication of Indian burial sites, particularly in the Redland/Holcom/Livesay Roads area. Appropriate native American organizations and individuals who may have knowledge of these sites will be contacted.

The State Historic Preservation Office was contacted for information and a determination regarding properties listed, nominated, or eligible for the National Register of Historic Places and the Statewide Inventory. Interviews were conducted with the Clackamas County Historical Society and individuals and groups interested in cultural resources. Field investigation was also conducted. Any salvage or mitigation would be coordinated with and approved by the SHPO prior to construction. All procedures comply with the National Historic Preservation Act and Executive Order 11593.

AESTHETIC MITIGATION

Care will be taken to preserve vegetation. Where practical, disturbed areas will be re-vegetated immediately. Denuded areas (i.e. cut and fill slopes) will be re-vegetated with native trees, plants and grasses, to answer public desire for a "scenic" route. Vegetation adjacent to Newell Creek will be preserved as much as practical during construction.

SECTION
A

Clackamas County Resolution

Oregon City Council Resolution

DEPARTMENT OF ENVIRONMENTAL SERVICES

902 ABERNETHY ROAD
OREGON CITY, OREGON 97045
(503) 655-8521

JOHN C. McINTYRE
Director

WINSTON W. KURTH
Assistant Director
DON D. BROADSWORD
Operations Director
DAVID J. ABRAHAM
Utilities Director
DAVID R. SEIGNEUR
Planning Director
RICHARD L. DOPP
Development Services Administrator

September 17, 1979

Leon Brock
Project Engineer
Department of Transportation
Metropolitan Branch
5821 N. E. Glisan
Portland, Oregon 97213

Enclosed please find copy of Clackamas County Commission Resolution No. 79-1787 supporting selection of "Corridor B" Oregon City By-Pass Route and Design as recommended in Hearing Study Report dated August, 1979.

Please notify me when obligation of funds will be requested from MSD since Clackamas County must provide a land use compatibility report before MSD approval.

Winston W. Kurth
WINSTON W. KURTH - Assistant Director
Environmental Services

/rn

Encl.

MA PDM PDE TSE SPC
ODOT - METRO
SEP 18 1979
AM PPS FILE T/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of Approving the
Oregon City By Pass Corridor B
Alignment, Build Option Modified
Alignment and Design Recommendations of the Oregon State
Department of Transportation

ORDER NO. 79-1787

This matter coming before the Board of County Commissioners as a result of planned construction of the Oregon City By Pass, a new highway facility beginning at the Park Place Interchange at I-205 and terminating in the vicinity of the Clackamas Community College entrance at Highway 213. An informational public hearing was held on this project June 26, 1979 and a formal corridor/design public hearing was held on July 25, 1979, and

It further appearing to the Board that citizen comments and concerns have been incorporated to the extent possible in the State design, and

It further appearing that Commissioner Order No. 79-132 adopting a site review provision for the proposed Oregon City By Pass Corridor be extended until March 1, of 1980 and that the site review provisions only apply to the selected Corridor "B" route, now therefore

IT IS HEREBY RESOLVED that the Oregon Department of Transportation Corridor B alignment and build option modified alignment and design corresponding to the Hearing Study Report dated August, 1979 is supported by Clackamas County.

IT IS FURTHER RESOLVED that the site review provisions adopted by Commissioner Order 79-132 be extended to March 1, 1980 and only apply to the selected Corridor B route.

DATED this 1 day of September, 1979

BOARD OF COUNTY COMMISSIONERS

Chairman

Commissioner

Commissioner

DES

[illegible]

MA PDE TSE SPC
ODOT - METRO
OCT 09 1979
PPS eig FILE T/A

CITY OF OREGON CITY
INCORPORATED 1844
P. O. Box 631

October 5, 1979

Mr. D. R. Adams
Project Development Manager
Department of Transportation, Met. Branch
5821 N. E. Glisan
Portland, Oregon 97213

Dear Mr. Adams:

In reply to your letters date September 14 and September 28, 1979, the City Commission of Oregon City adopted Resolution No. 79-25 at their meeting on October 3, 1979.

We are enclosing an executed copy of Resolution No. 79-25. Should you have any questions, please feel free to contact me.

Yours very truly,
Ruby M. Lampkins
RUBY M. LAMPKINS
City Recorder

RML/em
encl. 1

RESOLUTION NO. 79-25

WHEREAS, state law ORS 373.015 requires that before the Department of Transportation acquires within any incorporated city, any new rights-of-way or relocates or abandons an existing state highway within that city, the state shall notify the mayor of the action contemplated, and

WHEREAS, the city, through its mayor or commission, has the opportunity to file remonstrances or objections to the project within ten (10) days at the receipt of state notification, and

WHEREAS, the Department of Transportation after public hearing has determined that the proposed Corridor B (Newell Creek Canyon) for the Oregon City Bypass is the preferred route,

NOW THEREFORE BE IT RESOLVED by the City Commission of Oregon City, that the City has no objections to the project and does not wish to file any remonstrances thereto, and requests the Department of Transportation to proceed forthwith in the implementation of the project.

Adopted, signed and approved this 3rd day of October, 1979.

James A McKnight
Mayor - Commissioner

Commissioner

Joan M Cartales
Commissioner

Commissioner

Edward Allick
Commissioner

Comprising the City Commission
of Oregon City, Oregon

RESOLUTION NO. 79-25

SECTION
B

Hearing Transcript

DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
PUBLIC HEARING TRANSCRIPT

July 25, 1979
7:30 p.m.

Ogden Junior High School
14133 South Donovan Road
Oregon City, Oregon

RE: Oregon City Bypass
Park Place-Clackamas Community College
Cascade Highway
Clackamas County

MR. DON ADAMS: Good evening, ladies and gentlemen. This formal hearing is being held in conformance with Federal statutes and regulations, and the Oregon Action Plan, to consider design proposals and related economic, social, and environmental impacts for construction of a new transportation facility between the Park Place Interchange on Interstate 205 and the Clackamas Community College on Oregon Highway 213.

The Oregon Department of Transportation has produced and released a Draft Environmental Impact Statement on June 22, 1979, for public and governmental review and comment. The response from this hearing including resolutions from the Clackamas County, Oregon City Commissioners and the Oregon Department of Transportation will be included in the Final Environmental Impact Statement.

No commitment has been made by Clackamas County, Oregon City or the Oregon Department of Transportation or the Federal Highway Administration on the proposed designs that are being presented here tonight.

My name is Don Adams, I'm the Project Development Manager for the Metropolitan Branch of the Oregon Department of Transportation. I will be serving as the hearing chairman this evening. I will be assisted by Department of Transportation staff members, Ken Rolfe, on my left, who is the Region 1 Right-of-Way Supervisor; and Leon Brock, on my right, who is the Project Coordinator. There are also some other staff members in the back of the room to assist you in reviewing the plans, if that is necessary, and to help in running the microphone around a little later in the evening. (There were approximately 162 in attendance.)

This hearing is being taped for the record and will be transcribed and available later.

It has been recognized for some years that some improvement to the existing Oregon 213 Route to Oregon City is necessary to relieve the traffic congestion and to provide a safer, more convenient commuter route in the corridor. Improvements to the existing highway sufficient to manage the traffic would be extremely disruptive to densely developed residential and commercial neighborhoods, some of which contain sites of historical significance. In addition, numerous school crossings, a school library, hospital and City Hall located along the existing route could be seriously affected by large scale highway improvements. Therefore a roadway bypassing the developed areas of the community is being proposed.

Due to the terrain and social impact constraints, the only feasible corridors for the bypass, which would serve traffic desires, lie to the east of the city in open space or sparsely developed lands.

The bypass for Oregon City, as you probably are well aware, has been in the discussion stages for ten years or more. Funding, in the past, has been a serious question, and we haven't been able to do anything about a bypass because funds hadn't been established or identified.

However, by 1978 funding from the now defunct Mt. Hood Freeway became available with Federal Funds paying 85% of the cost and State Highway Bond Funds intended to provide the other 15%. With the increasing rate of inflation and a deeper study of the project, we've realized that the State Bond Funds will not be adequate for the local match. If additional highway revenues are available, the Department of Transportation will provide all local matching funds. Otherwise the City and County must provide the local match for this project. Also the City and County will be required to assume jurisdiction and maintenance of the old highway.

Project costs on the job range from $12.7 million for the Canyon Route to $13.5 million for the Ridge Route. These are the numbers and the cost estimates that are included in the Draft Environmental Impact Statement. Since that draft was written, not since its publication date in June, but since we started writing it, the costs have escalated to the point where the Canyon Route is now 15.4 million dollars and the Ridge Route is 16.4 million dollars. And that is in the latest cost figures we have today. The Upper Route, shown on your left or my right, is Corridor A, or the Ridge Route. The Lower Route shown is Corridor B or the Canyon Route.

We have a 23 member Citizens Advisory Committee which has been working for over a year on the project. They have been trying to advise the Department of Transportation on the needs of the community, both inside Oregon City and in the surrounding suburban areas outside the city. I would like to take this opportunity to thank the Committee for their real contribution to the design and planning of the project, and for all the hours and the hard work they have contributed to the development of the job.

I'd like to call on Leon Brock now to describe the project alternatives and the design features for the project. Leon.

MR. LEON BROCK: Okay. Proposed on the project there's two alternatives. The "Build" and a "No Build" Alternative.

Consideration of the No Build Alternative is required by law and under the No Build Alternative there would be no new roadway built. The primary travel route would remain Seventh Street and Washington Street through Oregon City. The types of improvements that would be available under a No Build would include things like: normal maintenance, repairing of pot holes, and possibly some traffic management schemes, such as one-way streets or removal of on-street parking.

The Build Alternatives that we're proposing tonight; we propose a route that will start at Park Place Interchange on I-205 and from there would go south. Starts at Park Place Interchange on I-205 and going south we have a realigned Washington Street and Clackamas River Road, connection here, there'd be four-way signalized intersection. There would be a signal with left-turn refuges and it would produce a good access for the bypass.

Now from here we cross Rossman Sanitary Landfill going south. We have a new connection, a new road connecting to Redland Road, here. This is where there is a flashing light today between the connection of Redland Road and Holcomb Boulevard. We would have a signal at this intersection, we would have a road connecting it to the bypass with a signal on the bypass itself. From there we would go on south, we go under Holcomb Boulevard with Holcomb Boulevard itself being a structure, on a bridge, and then we pass over Redland Road with the bypass itself on a structure. Between Holcomb Boulevard and Redland Road, I'll get it right in a minute here, there are two areas being studied as possible sites for noise mitigation. They're shown right here in brown on this map. From this point south, there are two different routes under consideration.

Corridor "A", the top route, more commonly called the Ridge Route, curves from where it crosses Redland Road it curves south and west and here, it's shown here. It sneaks up around Ogden Junior High School and near the L.D.S. Stake House. It crosses Donovan Road, under Donovan Road with Donovan Road itself would be on the structure, here the bypass would be, depressed below ground level about 17 feet at this point. From this point south, the road roughly parallels Holly Lane which is right at the top of your maps, until it crosses Beaver Creek Road.

There are five areas in this section that are being studied for noise barriers. I'll point to them here on the map. You've got two here in the area of Ogden Junior High School and the L.D.S. Stake Center. You've got one just south of that, and there's one that doesn't show on this map, in approximately this area right here.

On Corridor "B", or the Canyon Route, which is the other alternate for this section of roadway, you go from Redland Road almost directly south, crossing Abernathy Creek and then, the maps aren't continuous here but you cross Abernathy Creek just off Redland

Road and you parallel Newell Creek going up Newell Creek Canyon and cross Newell Creek here about a half mile up into the canyon. From here the road, of course, continues south until it crosses Beaver Creek Road and it climbs up the east side of the canyon as it goes south.

At Beaver Creek Road both routes are in the same location and from Beaver Creek to the end of the project it's the same alignment.

Okay. Maple Lane, where it connects today, is approximately in the same place that it (the bypass) would cross Beaver Creek Road with the bypass. So we have a cul-de-sac proposed on Maple Lane with Maple Lane being reconnected to Beaver Creek Road, and Thayer Road would also be realigned and cul-de-saced, and Beaver Creek Road would be improved to some extent to increase the safety, and the sight distances as you get on to Beaver Creek Road.

The point at which the bypass crosses Beaver Creek Road would be a four-way signalized intersection. That means that it would have a signal, it would have left-turn refuges on Beaver Creek Road and on the bypass itself. And you're looking at five lanes on the bypass and it'll be three lanes on Beaver Creek Road right at the intersection.

Going on south, we tie into Molalla Avenue, just south of the current connection of Molalla Avenue and the entrance to Clackamas Community College. Molalla Avenue is brought into the side of the bypass and here we have a signal and again you have your left-turn refuges in all four directions - with traffic that's northbound from down Molalla Avenue would be favorable to taking the bypass. Traffic southbound would have a free-flowing lane onto Molalla Avenue and would go directly through the signal to head south on Molalla.

South of the connection with Clackamas Community College we taper the bypass down till it matches the same size, and ties into Molalla Avenue or Cascade Highway. We don't go clear to the Glen Oaks, Calfield Road Intersection. We stop short of that. We do take the dip that's in the Molalla Avenue today. There's a dip just north of the Glen Oaks and Calfield Intersection, that dip would be improved and pretty much taken out with the new roadway.

Design features for the project include: four 12-foot travel lanes, a 4-foot median, four 12-foot travel lanes, that would be two in each direction with a 4-foot median separation between the travel lanes. You'd have 10-foot shoulders. There would, of course, be four signals on the bypass; one at each of the intersections that I've detailed out to you tonight. There would be left-turn lanes at all the signalized intersections.

Now, during the time that we were writing the Environmental Impact Statement, our Location Engineer did some additional work on the project improving the grade and the alignment and getting it ready for submission for final design in that process, there were some modifications to the design that was originally submitted in the Impact

Statement. They're not major changes but they're detailed in your Impact Statement and if you look at your mosaics or the aerial photographs over to your right when you get up close enough those changes are highlighted and can be explained to you in detail if you are interested.

Originally, in the Impact Statement we proposed a stage constructed project that would have initially bought full right of way and built full sub-grade, full cut and fill sections and then paved the necessary roadway to handle the initial traffic. It would have involved five lanes between I-205 and Redland Road and we would have had three lanes going up the Canyon or up the Ridge Route between Redland and Beaver Creek Road and then a two-lane section between Beaver Creek Road and the south end of the project. This was proposed as a stage construction type of thing where we would initially build the down-scoped project with the provisions being made so at some time in the future when additional funds became avialable, the project could then be, we could go back and complete the full four-lane facility full length to make it adequate for the forecast year traffic.

Today we're actually proposing the full project as funds have been identified to complete it, and it involves five lanes, well, it involves what I've described here today. This is the full project as shown here.

I'd like to summarize the differences between Corridor "A" and Corridor "B" for you if I could: Corridor "B" or the Canyon Route has certain impacts to fish and wildlife from - Newell Creek Canyon itself supports a Salmon and Steelhead run. It would have detrimental effects to these. It would remove some 70 acres of forest land in the canyon. It would impact some wetlands and it would involve some areas where there are slides or at least potential slides and water problems in the canyon.

While the Ridge Route has a rather different set of impacts actually, it comes very close to the Ogden Junior High School Ballfield which is behind out here behind the building and would take part of that ballfield. It would have noise and air quality impacts on the Holly Lane neighborhood. In addition it would run fairly close to a number of homes up here and it would take six more homes than the Canyon Route would.

Some of the advantages between the two routes: the Canyon Route is shorter; it has slightly better grade and as a result of being shorter and, having better grades, it is more energy efficient, which I think we all are fairly conscious of these days with the energy shortage. The Ridge Route has little or no impact to the fishery in Newell Creek. It's also out of the canyon and therefore there are fewer geological hazards to be considered. And also I already told you about the modified design.

MR. ADAMS: Thank you, Leon. I'd like to call on Ken Rolfe, the Region 1 Right-Of-Way Supervisor at this time and ask him to provide a description of the acquisition process and right-of-way program proposed for this project. Ken.

MR. KEN ROLFE: Thank you Don. Ladies and gentlemen, I'd like to read into the record this evening a statement describing the right-of-way aquisition and relocation program.

There are three alternates being discussed this evening as Mr. Brock has just gone over.

As he explained, the project is divided into Segments 1, 2, and 3, with Segment 2 having a Corridor A and B.

SEGMENT 1 would require the acquisition of about 26.8 acres from 16 ownerships. There would be 8 residential displacements and 1 business displacement.

SEGMENT 2 - Corridor A would require the acquisition of about 60.5 acres from 32 ownerships. This would include 4 residential displacements.

Corridor B in SEGMENT 2 would require the acquisition of about 63.2 acres from 24 ownerships. There would be no residential or business displacements.

SEGMENT 3 would require the acquisition of about 38.8 acres from 33 ownerships. This would include 10 residential displacements and 1 business displacement.

There will be no acquisitions from any non-profit organizations on any of the alternatives.

There are three pamphlets on the table at the rear of the room that are available to you all and I urge you to take one if you are interested.

An explanation of the right-of-way acquisition process is contained in this pink pamphlet entitled "Acquiring Land for Highways". (Form Rev. 12-77) The pamphlet covers the matters of the:

Public Hearing
Appraisal Procedure
Definition of Market Value
Procedures for handling payments for property
Explanation of eminent domain procedures
And the addresses of the various Right-Of-Way
Regional offices in the State.

The relocation program, authorized by the 1970 Uniform Relocation Act, is discussed in the blue brochure entitled, "Moving Because of the Highway?" (Form 81-734-3772). It explains the features of the Uniform Act. The benefits are quite numerous and include the following:

- Payment of Moving Costs
- Replacement Housing Payment Additives
- Down Payment Benefits
- Rent Supplement Payments
- Payments for Incidental Expenses
- Closing Costs on the Purchase of Replacement Housing
- Interest Differential Payments on Mortgages
- And an explanation of the procedure for making an appeal in the event of dissatisfaction with any part of the relocation program.

Alternate housing is readily available. A search of the residential market reveals that an adequate number of dwellings are being offered for sale by local real estate brokers. A search of the rental market shows a reasonable number of houses and apartments for rent. Further, studies indicate this much housing can reasonably be expected to be available during the foreseeable future.

To the best of our knowledge the replacement dwellings mentioned are decent, safe and sanitary, functionally equivalent and substantially the same as those being acquired and they are fair housing, open to all persons regardless of race, color, religion, sex or national origin in accordance with U.S. Department of Transportation Order 5620.1, copies of which order also are available at the table at the rear of the room.

It is most important for you being affected by the project to know that eligibility to receive relocation benefit payments is not complete until negotiations to purchase the property have commenced and the affected property is purchased by the State. Relocation before that date does not void your right to the payment, but payment will be delayed until after the purchase date.

The time required for right-of-way acquisition and relocation program for this project is estimated to be 18 months from date of authorization of the project. This will permit adequate appraisal and negotiation time and provide at least 90 days for relocation of the displaced persons after the State acquires their property. In addition, no persons or families will be displaced until they have either been relocated to adequate replacement housing, obtained the right of possession of adequate replacement housing or have been offered adequate replacement housing available for immediate occupancy. No owner-occupant will be required to move until either he has been paid for his property or the money has been deposited in the registry of the court.

As Mr. Adams has mentioned, my name is Ken Rolfe. I am the Regional Right of Way Supervisor. Our office is in the pink brochure; 9010 S.E. McLoughlin Blvd., in Milwaukie, and I am going to be here after the meeting if anybody should have specific questions that they would like to ask at that time. (Copies of pamphlets mentioned above available at 9010 S. E. McLoughlin Blvd., Milwaukie.)

MR. ADAMS: Thank you, Ken.

As you entered the room there was a table at the rear where the brochures that Mr. Rolfe mentioned and other handouts available to you. Also on that table is a small white card to be filled out (like this) indicating whether or not you would like to make a statement. If you did not pick up one of these cards, raise your hand and I will have someone at the back pass out a card to you. If you will fill out the cards and give them back to the assistants, they will bring them up to me and I will call on you for testimony. These cards have been numbered and you will be called in numerical sequence.

A written statement concerning the proposed project may be submitted at any time between now and ten days following this hearing. These statements should be submitted to R. N. Bothman, Oregon Department of Transportation, 5821 N. E. Glisan, Portland, Oregon 97213. The address is listed on the wall behind me. Those statements that are received within the ten-day time period will be made a part of the transcript for this hearing. You may also submit written statements at the hearing tonight for inclusion in the transcript.

I have 19 people who have indicated that they would like to testify tonight. In the event that you do not want to testify in front of this crowd, we have set up a tape recorder behind the screen section where you can record your comments if you wish. If you do that, I would appreciate it if you would - if someone would put a piece of paper back there so we can get your name and address and properly record your comments and identify who made the comments, I would appreciate that. But you can go back there and testify, perhaps the meeting drags on a little bit too long and you still want to make a comment, please take advantage of that opportunity.

A complete transcript of this hearing and the statements submitted to the Oregon Department of Transportation will be available for public review and copying at the Glisan Street address indicated on the wall (above me again) on or about August 15.

At any time after this hearing and before final project approval, all information developed on this proposal will be available for public review at the Department of Transportation office. Subject to this public review of the proposal for the Oregon City Bypass on Highway 213, approval from the Clackamas County Commissioners and approval from the City of Oregon City and approval from the Oregon Department of Transportation, a Final Environmental Impact Statement will be prepared and transmitted to the Federal Highway Administration for their approval of the project corridor and design.

Copies of this Final Environmental Impact Statement will be available at the Oregon Department of Transportation offices in Salem and Portland and at the Federal Highway Administration office in Salem.

In addition, copies will be made available to local governmental agencies and the Oregon City Public Library to provide for maximum public review.

An informational session was held here on this project here at Ogden Junior High School on June 26 where the Draft Environmental Impact Statement was reviewed. We also held a small informational session here this afternoon to discuss the impact statement and the design, as well as available related documents. There is an area in the back of the room that is still manned by Department of Transportation personnel who will be glad to answer any questions you might have prior to giving any testimony. Any comments you wish to record should be made when you make your statement here in this room.

The purpose of this hearing is to receive statements from those interested in the Oregon City Bypass project proposals. In the case of those presentations which have been prepared in written form, it is proper to hand them to me for inclusion in the hearing transcript. These presentations will be considered in the same light as oral testimony. It would help if those of you who wished to testify and have a written statement, if you would comment on your written statement and then hand the statement to me, bringing out in your oral testimony the highlights or the specifics of your presentation.

I will now proceed to receive statements on the project. When I call your name, please step forward to the table in front of me where a microphone is available, or if you prefer, raise your hand and one of the staff persons will bring a portable microphone to you.

I will respond to some questions to clarify facts if they will assist the speaker in making his or her presentation. However, the basic purpose of the hearing is to take formal testimony and not to debate or respond to either general or specific questions. If you have questions of this type that you need to answer or need clarifying, please contact one of the staff in the back of the room and then express your opinion in testimony for the record.

Before you begin your testimony please state your name and address and if you represent an organization, give the name of the organization and then proceed with your statement.

I'll sort out the cards here for a minute. My first card is Robert Powell. Mr. Powell.

MR. ROBERT POWELL: My name is Robert Powell and I manage Oregon Pioneer Savings and Loan Association at 1301 Molalla Avenue in Oregon City. I have served as Chairman for the Citizens Advisory Committee for this project for the last year and a half, and I wish to offer this testimony as a representative of that Committee.

My first item concerns selection of a corridor. The Committee has taken a stand by resolutions to support the Canyon Route or Corridor "B", and there are a number of reasons for the selection. As a Committee we felt that the impacts of Corridor "A" on the Holly Lane neighborhood far outweigh the impacts identified for Corridor "B".

We objected specifically to the increased noise levels at Ogden Junior High School, at L.D.S. Stake and most of the homes along Holly Lane due to Corridor "A". We object also to the displacement of the six additional homes by Corridor "A". We also objected to the disrupting of the Ogden Junior High School ballfield by Corridor "A".

The Holly Lane neighborhood now enjoys a semi-rural setting with a large percentage of the parcels over five acres. Corridor "A" would sever many of the parcels in half and many of the homes that now enjoy a peaceful setting would then be sandwiched between a freeway-like primary arterial and a narrow county road which would lose many of the desirable features of the property.

As a Committee, we appreciate the efforts of the Transportation Department to make Corridor "A" more palatable to the public, but noise barriers, rebuilding the ballfield, and depressed grades and chainlink fence would be a bare minimum and Corridor "A" would still not be a desirable choice in the eyes of the Committee.

While the Committee supports the Canyon Route, there are also some areas of concern that we feel that the Department should consider very seriously. The Canyon is unique in the Oregon City area in that it is in a secluded, relatively undisturbed state. The typical sections shown on the DEIS would be most inappropriate in the canyon setting. The Newell Creek Canyon deserves a separated roadway with some planted median areas and some thought given to the visual effect on the motorist.

In driving Kruse Way and the sections of I-205 between West Linn and I-5, it's apparent that the Highway Department knows how to do some separation in grade levels or in width. And we are asking you to take a look at it again for the benefit of the area because of its natural setting. We are concerned that the plans and specifications for construction contain adequate provisions for protection of the fish runs and the spawning beds on the lower portions of Newell Creek and that the obvious slide potential be properly handled.

Another area of concern to the Committee was that the excessive period of time that elapsed while the DEIS was being written. As a Committee we supported the County Ordinance, limiting development along the bypass. We made that stand with the understanding that purchase of the right of way would begin in 1979, November. The ordinance expires in November. We sincerely hope that the Department of Transportation can keep that time period. Further delays on the project at 1% a month would not only be a classic demonstration of irresponsibility in terms of escalated costs but it would needlessly prolong the obvious suspense and inconvenience to the property owners that are along the route.

In summary, the Committee supports the project, strongly favors the Canyon Route by resolution and is looking forward to the project being brought to construction as fast as possible.

MR. ADAMS: Thank you. Mr. Bill Ryan.

MR. BILL RYAN: I'm Bill Ryan, Administrative Dean of College Services and Planning of Clackamas Community College. The first thing, before I say too much more, we heard the statement made that there'd be no aquisition of property from non-profit organizations. Does that include the College? We figure that we are non-profit; we want to make that point.

We're here tonight to discuss the part of the bypass that goes through the college. We understand that you're considering the more easterly approach that goes through the college. The Board has been consistently on record that they favor the most westerly route that you can make on the college property, for three primary reasons. One, we wish to keep it away from what we call the Orchard Complex which will be a child-care facility. Two, it will shorten the distance of our ingress and egress on the college campus. Now we expect the college to somewhat double over the next 10 to 15 years. And three, on the southerly part of the college the easterly approach will take more property from our soccer and recreation field.

I want to submit the copy of the pages of the Board Minutes that are dated 6/14/78, October 11th of '78 and July 10th of '79 which showed that the Board has consistently approved and favored the westerly approach. (See end of transcript for minutes.)

MR. ADAMS: Thank you, Mr. Ryan. Mr. Andy Rice.

MR. ANDY RICE: I, too, wish to speak on behalf of the College. I am a landscape architect by profession and I'm retained by the College to work on their long-range master planning. And we're especially concerned about the encroachment on the College campus in this entry location here as shown in blue. The long-range plan calls for an additional 400 to 500 cars in the front. Presently we have under construction an additional 400-car facility in this location which will replace existing parking. It is not in addition to, but in fact, will replace existing parking up in this location. Up in this location, a new science complex will be underway this fall which you approved in a ballot measure last year.

We're concerned, or I'm concerned as the landscape architect about the long-range growth needs of the campus. It is always easy to look at a large open space like that and consider that that's a good place to put a freeway or a business complex or something. But, in fact, an institution of that size lasts longer than about any other kind of use and especially residential uses. And if the freeway is to move westward, we're going to lose some three residential uses in this area plus a church, part of the parking lot for a church. We actually won't lose these entire properties we will just encroach on them greater.

But in the long range, the College stands to lose a lot more because of the storage of vehicles, because of the expansion of the learning resource center in the front here, the expansion of the language arts and the performing arts, music centers on the campus. So the acquisition of approximately 718 acres in this location will, in the long run hurt the College to a great extent.

We also have in this area many mature trees which the college is lacking and which we feel give it a real nice character. We hate to see those lost. The encroachment that Bill Ryan spoke to on the soccer field in this location with the easterly position that's proposed will require a large chainlink fence in that location which we feel will be very unsightly.

Many of the same reasons that the first individual spoke to for the problems in the Ridge Route of the freeway apply here. For example that encroachment on the soccer field and also the noise control levels. I don't expect that the westward movement of this will help with the noise too much but it will alleviate the problem somewhat. In addition by moving this (bypass alignment) eastward it will require a greater cut into the existing hillside here which in turn will require then a lowering of the entry road and a keyhole sort of approach to the campus unless extensive grading is done in this area, and I don't believe that that's been considered as part of the Highway Department's proposal here.

So we would hope in either case that a great amount of attention be given to the campus entry as well as the long-range campus expansion needs.

MR. ADAMS: Thank you, Mr. Rice. Mr. Donald Fisher. (Declined to testify.) Mr. James Bean.

MR. JAMES BEAN: My name is Jim Bean. I live at 1900 Davis Road in Oregon City. I'm the State President for the Church of Jesus Christ of Latter-Day Saints, which is the church that's referred to as the L.D.S. Stake Center.

I'd like to speak first in favor of the bypass. It's been about twelve years now since I first began attending meetings with County officials and City officials and State officials and recommending and proposing a bypass to go around Oregon City. I think that we have ample support in the records to show that we need a bypass--that the City is clogged and that we can't function if we don't get some way to let the people move around.

Some ten years ago when we selected a site for the church, we contacted County and State and City officials and we were advised at that time that the bypass route up Newell Canyon would be the one that would be selected and approved. At that time no one was talking about the one on the ridge. We have an investment in the church property which is about two or three blocks from here that its replacement value would be about $1,750,000.

The Stake Center was built originally to serve all of the members of the church who live in Oregon City, Colton, Molalla, West Linn, Lake Oswego, Milwaukie and altogether there are about six thousand of us. We have grown rapidly and the Stake has been divided. This is still the center area for our church services and worship.

We much prefer that the route selected not be the one on the ridge. We feel that would have an adverse impact on the church property. It would require some aquisition of the church and as designed it has the entryway right next to the church parking lot and we hope that that isn't selected.

Now, if I can put on another hat. I live on this piece of property right here, which we bought also after having discovered that there would probably be a bypass by there. So we will be impacted personally in our family if it goes up Newell Canyon. We've already talked about that and we don't have any objections to that and feel that that is probably the best route.

The Canyon Route would provide a very beautiful scenic drive around Oregon City. It would not in our opinion, do significant damage. I read in the Impact Study and heard people talking about the fish that are in Newell Creek. I have eleven children; they like to fish, nobody ever caught any fish in that creek on our property. In fact, we just as soon that the kids don't play down there because of some sewage that seeps into it. I'm also aware that though some impact would, of course, incur if the road were constructed up the canyon. It is our opinion that it can be done without significant or lasting damage and that most of the fish that are referred to, if there are any in Newell Creek, would be down here closer to Abernathy and would be impacted by the upper road that turns and crosses Newell Creek at least as much as they would be impacted by the other.

I might make one further observation. When I first contacted the County and the City and the State about the bypass, they anticipated the cost was going to be about two and a half to three million dollars. We would add our voice to those that have already been expressed that we hope a decision can be made and that approval can be given to get the bypass before it really gets clear out of hand. Thank you.

MR. ADAMS: I certainly support your last comment. Mr. Larry Thomas.

MR. LARRY THOMAS: My name is Larry Thomas. I live on Holly Lane and on January 16th of 1978, I was appointed as a member of the Citizens Advisory Committee to represent the homeowners on Holly Lane.

As a community, we support the bypass. But we do not consider the Ridge Route as a good alternative for the following reasons: The safety factor and the noise factor in regard to Ogden Junior High School. The safety and noise factor in regard to our community and the disruption of our community.

We also feel at this time, from what has been supplied in the Environmental Impact Statement and the testimony that we have heard at our Committee meetings, that the route at this time is not 100% fixed route and it will have a flexibility depending on grade level. Taking this into consideration we believe that the Newell Creek Canyon is the best route.

Looking at the Santiam Highway, looking at the facility located between the Oregon City Bridge and I-5 on 205, looking at the parkway through Lake Oswego, we believe that it is in the best interests of the Community and the County to preserve Newell Creek as a scenic driveway.

We also understand that there is a proposed sewer. We would recommend as taxpayers of Clackamas County that the Highway Department and the County work together so that we do not disrupt the environment to build a freeway and then later disrupt the environment to build a sewer in that area. Thank you.

MR. ADAMS: Thank you, we'll try to do that. Roy Allen.

MR. ROY ALLEN: My name is Roy Allen. I live at 16707 South Pam Drive, which is off Holcomb Boulevard.

As a taxpayer I support the alternate route which is Alternate "B" which is the Canyon Route; the fact that it's a million dollars less than the Ridge Route and by the time the State is able to build, I'm sure the costs will go up more than that. And a million dollars doesn't seem like very much, but I feel that in two or three years by the time this bypass is completed or if it's even started by then, the costs would have gone up more. And I like to keep my taxes down as much as the next person. Right now a million dollars probably keep it down quite a bit less than what it already is now.

Also, I think the Ridge Route is more scenic and would be beneficial to the people driving through. I also have children that would be attending Ogden Junior High in the near future and I would prefer that they not have to be that closely associated with the freeway which, by that time, would have a lot more traffic on it than would be by now. And even though children at Junior High age are supposed to be a little more responsible than grade schoolers, they still do quite a few foolish things and I'd hate to see my children or anyone else's children caught playing on the freeway or anything like that. And I strongly support the Canyon Route.

MR. ADAMS: Thank you, Mr. Allen. Millie B. Gafner.

MS. MILLIE B. GAFNER: I'd like to say that I'm a resident of Clackamas County for the past 41 years. And as for the fish and game and wildlife worrying about that down in the canyon I took a walk back there today again. There is no pools of water. It's dried up with a fourth-inch cracks. So I don't know how the fish can survive. And if they were so worried, why don't they dig it out and let the fish go on and survive. But they leave them die in these pools year after year.

They're spoiling a beautiful drive. How far do you have to go to drive through a grove of trees - at least fifty miles. We're killing something beautiful here in Oregon City. This would bring people out. Not only that, I live four blocks from here. Now I've got Holly Lane right in front of me. I'm having an awful time trying to raise a garden, the stuff dries up faster than I can raise it. Now you want to put a road right behind me. That's fine, but here ten, fifteen years ago when they used to have the old Morton Road Dump. They finally closed him down, told, well he can't burn nothing but cardboard boxes. Well, which was fine, we all agreed to that. But he tried to sneak garbage in. There's twelve to fifteen houses over here that get smothered in that stuff. It just hovers right over us in that hole. And there's going to be twelve or fifteen people that are going to have to move if that highway goes right behind us. I feel sorry for these people that have to move. But what about us that's been there all their life? I don't want to put anybody out of their home. I would never, never consider that but I think the ones there first should be.

And I want Corridor "B" because if we go up the canyon we're going to have a beautiful thing and bring things to Oregon City. And this is what we need in Oregon City. Thank you.

MR. ADAMS: Thank you very much, Mrs. Gafner. Lola Dunn.

MS. LOLA DUNN: My name is Lola Dunn and I live at 17560 South Holly Lane and I'm very much for Alternate "B". I think that it's thriftier. It will displace less, the less amount of people and disturb the environment in our community as less as possible.

MR. ADAMS: Thank you, Mrs. Dunn. Max Asbahr.

MR. MAX ASBAHR: I'm not going to make a long dissertation of this, there's a lot of people who want to speak here tonight.

First of all, Max Asbahr is my name and I operate Azbar Electric and I have for 35 years and I serve on the Zoning Board of Appeals. I've served there for approximately 20 years. And that's a non-paying job and the only reason I'm serving there is because this is my hometown and I'm trying to make this a better place to live for me and my brother. And it doesn't matter what decision you make, it's always wrong on somebody's opinion because you can't satisfy everybody.

But anyway, I have no axe to grind here at all. But I thought I ought to appear. Like the little boy said: If you're not always right, you can at least be wrong at the top of your voice. Well, anyway, I would prefer to disturbing a frog and a muskrat rather than disturbing people in their habitat. They are my fellowman and we have a route here at top of the hill that's going to disturb many more people than down by the canyon, which is called Corridor "B" and down by Newell Creek. And I'm very much in favor of Newell Creek because it will disturb less people and on top of that, it will cost about a million dollars less and you and I are going to pay for that somehow or other.

Newell Creek is kind of a scenic route and I think they can put a road through there without a lot of problem and we'll end up with a nice scenic drive, and we definitely need a bypass. I have been in favor of this for many years. I was a member of the Hilltop Boosters Club and we pushed and fought for this for years and I'm still pushing for it and I am still of the opinion that we should dislocate the minimum amount of people. You cannot build a highway without dislocating someone. So, I'm in favor of Corridor "B". And thank you, Mr. Brock.

MR. ADAMS: Thank you Mr. Asbahr. I have a card from Mary Hasher, is it? Okay.

MS. MARY HASHER: I'm not much at speaking you know. I wasn't born in this Country and I have not much schooling. But one thing I would like to say why build all these roads when we can't buy gas for our automobiles to go through with? Why, why spend all the millions of dollars to through here when you have to wait in line for the gasoline? Pretty soon you are going to beach all the cars and use horses over to go through or cows or sheep. Forgive me, I'm kind of a loudspeaker, myself. Okay now.

MR. ADAMS: We recognize like everybody else that there is a problem with the fuel. No one that we've been able to contact has an answer. We are investigating it and studying it. Of course, we are interested in it, it affects a lot more than just this project or could affect it a lot more than just this project.

With the data that we've got, the information we've got on hand today, we still feel that there will be a growth in travel using cars that are more efficient in gas consumption and using actually about the same amount of gasoline that we are using today.

MS. HASHER: Well, that's fine and dandy, but roads doesn't interest me a bit. I'm seventy-seven years old and I only have a few years till kingdom come and I tried to sell my property and I could not sell it because of the bypass, because I need money and I live in poverty now. And because of the bypass, nobody wants to buy it because they won't give them a permit, a building permit. So what good is the property to me when I have to pay taxes and where am I going to get the money - out of $150 Social Security?

To me, it's not an interest to me, not a bit. It doesn't because I won't be, three,four years from now, I won't be using roads or nothing. I'll just be looking for a three by six under, that's all.

MR. ADAMS: I hope that we can get a decision on the project.

MS. HASHER: Well, I'm interested in selling my property and get the heck out of here.

MR. ADAMS: Okay. We hope we can get a decision on the project as quickly as possible so we can give the County an answer on whether routes can be -

MS. HASHER: I'll be glad to because I need money badly, otherwise I have to go on welfare. And I want to sell the property and I cannot afford the taxes on it; it is skyrocketing, for me, that isn't it. So I guess I've said enough.

MR. ADAMS: Thank you very much, Mrs. Hasher. Mr. Clayton Murphy.

MRS. CLAYTON MURPHY: Mrs. Murphy. I agree with Mr. -

MR. ADAMS: The card just says Mr. here, I'll change it.

MRS. MURPHY: I agree with Mr. Thomas' testimony and I prefer the Canyon Route; I think the Ridge Route would be detrimental to the neighborhood. Thank you. He has to tie his shoe.

MR. ADAMS: Thank you, Mrs. Murphy. Mr. Glendon White.

MR. GLENDON WHITE: My name is Glendon White. I live on Holly Lane at 18181 South Holly Lane. I'm in favor of this Lower Route, the one you call the "B" Route.

The reason that I'm in favor of that is that the "A" Route, the Ridge Route, is going to cut us off higher up on the hill and destroy more of our land and that would sandwich us right between two roads, more noise on the "A" route. I think all the way down the line as far as "A" Route runs, the full length of it, it'd create more noise for everybody.

The "B" Route, it's going to cross Newell Creek one time more than the "A" Route will and I think probably as far as the fish is concerned there maybe just during the time that it's being built is probably the - maybe one year or so and then it would be right back to normal, I think. I don't think it would be that much problem there.

I've lived there quite awhile and in the evenings and summertime why there's a little breeze that blows up through that canyon and it's going to carry that noise right up on top of us so the further down we can get that road the better off I think. So I'm in favor of the B Route. Thank you.

MR. ADAMS: Thank you, Mr. White. Mr. Forrest Anderson.

MR. FORREST ANDERSON: I'm just a private individual. I've lived on Beaver Creek Road for 35 years and over the past years, I've been in trucking and excavation business. During these years I get on Beaver Creek Road, go down through Oregon City and without any problem. The last sixteen years I've been a District Maintenance Man for North Clackamas School District and I still went down Seventh Avenue. The last two or three years I didn't know whether I would get through or not, especially since the College has located out across the road from me which I'm very happy they did because I think it is a wonderful asset.

I've seen a tremendous growth in the metropolitan area around Portland. And it seems as though that Oregon City has really taken the brunt of this. It's put a tremendous demand on property. And when people move in, the roads get congested. And I think it's quite a disgrace, that there's articles in the Oregonian that Oregon City, I would stand to be corrected on this, that Oregon City is leading the State in traffic fatalities. Am I right on that?

MR. ADAMS: I don't know.

MR. ANDERSON: I think I read it just the past ten days or something like that, again.

MR. ADAMS: I missed the article.

MR. ANDERSON: I having seen the growth of traffic down the streets in Oregon City, I can really believe this. So, I'm very much as a private citizen and a retired person, now I don't travel it every day for two reasons: gas a dollar a gallon and so I don't need to go that way very often. But, anyhow, I am very much in favor of this bypass. It's long overdue and I would be in favor of the Canyon Route.

I am not worried about the deer and the fish because I think that the environmentalists and the DEQ's and all of these people are going to keep the Transportation Department in line, whether it's good or bad. So one thing that's going to happen to us, if we don't get this done, we're going to lose some more lives in this area and it may be our own family, our own children. I'm in favor of it.

MR. ADAMS: Thank you very much, Mr. Anderson. Mr. Charles, excuse me for a minute, let me interrupt. I guess I'm being told here that I should advise you that there are some people with some expertise in the room besides me sitting here at the table trying to feel questions. We have a Traffic Engineer, Tom Schwab, and we have an Environmentalist, Archie Judson, and another one, Tom Loeber, and I see two more in the backroom that are traveling incognito. And we have the Project Engineer on the job here also, Rob Cameron. So if you want to talk specific traffic, environmental, or project questions, you can find those people here in the room tonight. The next card is from Charles Dicken, Mr. Dicken.

MR. CHARLES DICKEN: My name is Charles Dicken. I live at 920 Promontory Avenue, Oregon City. I've been in Oregon City since 1917 and I'm very much in favor of that Canyon Route through the City because of several different reasons. It's a shorter route, more direct, and I think that it would be a less dangerous route than to have - around two sides of this school property, around close to the church property there where there's so many young active youngsters around all the time.

I've been a member of the Safety Traffic Commission for some time and so I'm quite interested in the safety of the project as well as the expense of it. And I think that it would disrupt a lot less people, take a lot less valuable property.

As far as the forest part is concerned, I don't think that a half dozen forest trees along that whole route - most of it that I can see is nothing but brush. I think, therefore, for the safety of it and the expense and everything that that is going to be far the best route.

I was wondering why it takes so long for it to get off the ground when they started it so long ago and still they claim that it won't be finished for another five years. Well, it seems like that for three, little over three miles that, that shouldn't take that long as long as there's not very many people that have to be moved out and relocated. They claim they had the money allotted for that in 1974 by CRAG which is over three years ago now and still they claim they can't get started on it for another two years.

MR. ADAMS: We have to meet certain requirements for the Federal Government. And we won't get approval to acquire right of way until probably December of this year, November, December of this year. We anticipate that will take 18 months and if we run into some trouble or have some problems relocating people, it could take as long as 24. We won't be able to really start building the project until that right of way is cleared up, and that takes two to three years to build. So that is how you get the five-year period. It's unfortunate, but it just takes that long and the process that we have been through is part of the effort to study a job in the open where everybody can watch us do it and consider all the possible impacts of the project on the community. And that's what we've tried to do.

Thank you very much, Mr. Dicken. Mr. Dick Polivka.

MR. DICK POLIVKA: My name is Dick Polivka. My wife and I are residents at 15152 South Henrici Road. We are not directly involved in this plan. We do, however, want to go on record as being in favor of the plan and in favor of Alternate "B".

We are involved in this respect. My wife works in Lake Oswego and I work in Portland, requiring us to go down Molalla Avenue in through the downtown streets of Oregon City or, as an alternate, down Holly Lane. We feel that this alternate or this plan would alleviate a great deal of the congestion as the Department feels, I'm sure. And we just want to go on record that we would not be traveling down Holly Lane and Maple Lane if we had this alternate route and falling into the chuckholes that are appearing because of the traffic. So, we want to voice our support. Thank you.

MR. ADAMS: Thank you, Mr. Polivka. Mr. Bert Leonard.

MR. BERT LEONARD: My name is Bert Leonard. I represent the Oregon Tri-City Chamber of Commerce. I reside at 7015 Ridgegate Drive in Gladstone, but I have a business at 1780 Washington, in Oregon City. And I would like to read a letter that we have prepared for the record and make a statement or two after that. And this is to the Oregon City Bypass Hearing Committee, Oregon Department of Transportation.

Gentlemen, this testimony is to reaffirm the support of several hundred members of the Oregon Tri-City Chamber of Commerce for the immediate construction of the Oregon City Bypass.

The decisions on the exact route, commencing of property acquisition and construction start are matters of utmost urgency to this community. We encourage you to do everything possible to expedite this project.

As a side note, the type of business that I'm in has to do with the operation of some 50 buses that are in operation around the three cities and now out as far as Redland. These buses will be (some dozen more of them) operating over the crowded streets, Washington Street, and the difficult intersection of Abernathy Road and Washington Street.

And as a personal comment, the faster we can get this project completed, the better for all of us. I would state again the fact that we're all very well aware that one percent per month inflation is occurring. The longer that the project is delayed the more quickly it can bankrupt itself.

MR. ADAMS: Thank you very much, Mr. Leonard. Mr. Fred, sorry, I can't read it. Maple Lane, Oregon City, starts with a "T".

MR. FRED TRACHSEL: I live on the corner of Holly and Maple Lane.

MR. ADAMS: Could I catch the name again, please?

MR. TRACHSEL: Fred Trachsel.

MR. ADAMS: Trachsel.

MR. TRACHSEL: Yes. I don't go even with Route "B" fully. That's probably the best route of the two that you have here, but what I don't understand is why you're not west of Newell Creek all the way up that canyon - and without taking out property owners, my neighbors, Mr. Newman's barn and house, take out S & K Meat that's built a new building worth a quarter of a million dollars.

And if you stayed west of Newell Creek instead of running into problems with S & K Meats, you would go through an open field. No buildings whatsoever. You could stay further west of the college without interrupting the college.

Another thing that I would like to inquire about. I have property across Newell Creek. You're covering about 15 acres of my property going through with either route. One thing I'm concerned about, what about access roads through the property that you are cutting me off from. I haven't heard anything on that. No one's mentioned if someone's property is going to be split down the middle how do I do - I'm up behind B & C Towing on Beaver Creek Road - my property lines. And I would have to get a right of way to go down into my own property. Or tunnel under your freeway, I don't know which. So, no one's even come up with a solution to that. Everyone wants to see the beautiful trees. Well, that's fine with me. Let the State buy it all and I'll let them see all the trees.

MR. ADAMS: Can I suggest a way to answer both your questions, would be to see the Right of Way Supervisor, who can talk to the question of splitting your property up. You can see Mr. Cameron to talk about why we're where we are, specifically as far as the alignment is concerned. It's a matter of balancing the cuts and fills and other considerations.

MR. TRACHSEL: I know everyone here is in favor of "B" the way it is because they don't even know what'd down there at Newell Creek. Everybody's that's got up here tonight talked about "B". There's nobody been on Newell Creek. I've lived around there fifteen years and I can step across the creek any place and they're worried about a few fish. Well, I don't get it. So I just propose that you take a little better view.

There's parts of "B" that look real fine. I'm not condemning all of "B" by a long shot, but there's the upper part of "B" where you go through parts of my property. There are old logging roads across Newell Creek on the west side that's already built there. Why, all you have to do is expand it further. Go on through and you would eliminate going through S & K Meat and a quarter of a million dollars there, plus disrupts property, homes and barns and things. So I know that you can't answer me now and everything, I understand that. But I thought that I would put my two cents worth in. I'd like some information on my property across Newell Creek. Thank you.

MR. ADAMS: Okay. Do you recognize Ken Rolfe? Raise you hand, would you Ken? He is the right of way person. Is Rod Cameron here yet? Okay, there's Rob. See Mr. Cameron? Okay. He can answer your questions about the design and the location of the route. Thank you very much, Mr. Trachsel. Miss Betty Lou Dugan.

MS. BETTY LOU DUGAN: I'm Betty Dugan from Holly Lane, 18115. I'm down the road from Mr. Trachsel and I'm in the same situation as he is. It's going to cut me in two, either way they go and I think the same way with him. But, I have asked for a bypass and they said no bypass, I mean underpass. I've asked for an underpass and they say no underpass. So what do we do when we are left with 50 acres on one side and 50 acres on the other? But I am in favor of "B", not "A" because that "A" would take every blasted flat land I'd have and the boy's house that just built on the same piece of ground. Thank you.

MR. ADAMS: Thank you, Miss Dugan. Uh, M. E. Terry. M. E. Terry. George W. Skyles.

MR. GEORGE W. SKYLES: I'm George Skyles. I live on the Beaver Glen Drive out of Beaver Creek. I've lived in this Tri-city area since 1942. And the business that I found, the well drilling business, my son and my nephew still operate on Molalla Avenue. That Molalla Avenue is really something to get on and off from. With our well drilling equipment especially, we really run into problems there. We really see the need to this bypass.

I am also a member of the Church of Jesus Christ of Latter-Day Saints. We have our meeting house right over here. And it seems to me like it would really be disruptive to us to have a freeway that close to our meeting house. The noise and fumes and so forth would really be very disruptive to us. And it seems like it's rather foolish to swing way out and come on this Ridge Route and have to build an overpass or underpass, whatever, to get to the High School here and disrupt so many people and homes and where the other route would, seems to me like it would be much preferable.

And I am certainly in favor of this bypass. We need it, we've needed it for a long time. I'm just waiting with baited breath you might say till they get it built. But I certainly hope that it's built on Alternate "B". Thank you.

MR. ADAMS: Thank you, Mr. Skyles. Robert L. Boardwell.

MR. ROBERT L. BOARDWELL: I'm Robert Boardwell. I live at 16358 South Wilson Road. My wife and I aren't directly involved with acquisition of property on this bypass, but we certainly do use Maple Lane and Holly Lane every day.

I'd like to go on record as being in support of Plan "B", the Canyon Route. But there's several things that haven't been brought up tonight. The gentleman in the back just mentioned the fumes. A study was done not too long ago that showed that an excess of four hundred thousand students are being mentally affected by the lead pollution in auto emissions and by running the bypass close to schools, close to churches and residences, I think it's far more dangerous than any noise pollution. Noise pollution can be screened by landscaping but the air pollution can't be screened and I think the detrimental effects on students in this area and on other people is far more measurable than any noise pollution would be.

I think a change at the college, moving it westward is a very minor thing that can be worked out. If there is a cut there, that would act as a noise barrier. I would be far more concerned about the air pollution than I would the noise pollution and the safety of the children that are involved. I think that that's somewhat of a minor point.

We talked about taxes. If you're blacktopping - the main ingredient in material is an oil by-product and it's skyrocketing. I think we will lose some property taxes because the people who own this property-that tax money will not go on the rolls, we'll pick it up again from highway use taxes. So I think that's a thing that will balance itself out.

The thing that I think we also need to stress, and that's if you look at the entire metropolitan area, the housing has moved northwest in Portland to a point now where it can't be continued until some kind of sewage facilities - the property there will accept building. It's moved west and southwest, it's moved into the northeast and east direction. The last major area of movement is in our way, and in the last eight years that we've been here we've seen a fantastic growth take place. If you were to project what's happened in the last eight years and into the next eight years and think of the highway traffic impact on Holly and Maple Lane, it's imperative that the bypass be started as soon as possible. I think that pretty well sums up the points that I wanted to make. Thank you.

MR. ADAMS: Thank you very much, Mr. Boardwell. Mr. Bill Fouch.

MR. BILL FOUCH: I'm in favor of the "B" Route. The only thing is that I was wondering why when we expect so terribly much traffic that they're talking about, why they don't make an overpass on Beaver Creek where Beaver Creek Road and this bypass goes. Also I'm in favor of Mr. Trachsel's suggestion that you keep it on the west side of the creek. There are no farms, hardly anything on that side of the creek and it would not dislocate people that are living down there and cutting their place in half. That is all I have to say.

MR. ADAMS: Thank you very much, Mr. Fouch. Just a comment. We don't have any overcrossings on the project basically because of the cost involved in building that kind of a facility. That is one of the main reasons we had in not doing that. Kelly B. Drebin.

MR. KELLY B. DREBIN: I live at 14630 South Clackamas River Drive in Oregon City and I represent myself and my family. I have been a resident here since the Third Grade and I went to this school.

One thing that was beneficial about this school was its separation from the City element. That was one reason it was placed here and the effect it has on the students was marked. (Students have benefited by being separated from City.) I want to point out a couple of things that I thought were important that haven't really been pointed out yet, and that is that with any kind of development there is an environmental impact. Even if you remove the homes that are going to go one way or another, the birds nesting in the eaves of those homes are going to be affected. When they build a dam, obviously the fish runs are affected but that's repairable to a good extent. With this kind of a project, the fish will be affected but that's a one-time thing. As the future goes on we have to look towards it because as the Molalla area grows, the traffic will increase and you have to consider those people that will be closely joined to this bypass and consider the growing effect it will have on them.

The members of the church, which if it goes with the Alternate "A" Route, will be affected seven days a week because the bypass doesn't observe the Sabbath.

You have to consider this and I respect the comments of the gentleman that brought up the air pollution. I've supported several environmental views and hearings in the County in the past and I'd like to support Alternate "B" in this case. Because as I said, the impact here is a one-time thing and the people have to live next to this bypass for the rest of their lives. Thank you.

MR. ADAMS: Thank you, Mr. Drebin. Mr. Dave Morton.

MR. DAVE MORTON: Yes, my name is Dave Morton. I live at 19789 South Beaver Creek Road and my property is not directly affected by acquisition in either case.

I believe that we're entering an era where the automobile use as we know it now is going to change. I think with gasoline prices getting higher and higher that since we are talking about a project which is feasibly going to take years to complete, I personally would like to go on record in favor of the "no-build" approach. Thank you.

MR. ADAMS: Thank you, Mr. Morton. I have gone through all the cards. Is there anyone else who would like to make a statement? Would you give your name and address, please?

MR. DEAN EDWARDS, JR.: Dean Edwards, Jr. I live at 21125 South Cascaberry Court, directly off of Molalla Highway, Forest Creek Park.

I have a couple of concerns. Number one: I'm strongly in favor of the bypass; we need this in the area and that alternate route would be "B" for me. Due to the fact, as a taxpayer, I'd like to keep my taxes minimal.

Also something else that hasn't been brought up that I'm concerned about representing my neighborhood, I don't know if you are familiar with Forest Creek Park off the Molalla Highway, south of Henrici Road, but I would strongly urge some real strong surveys in that area. There isn't an evening that goes by that we're not faced with a rear-end collision. There have been a couple of accidents going into our neighborhood. My concern is as this artery comes in to Molalla Highway there at Clackamas Community College, if any of you have any idea at all how much traffic is on this highway and what this could do to us out there.

And also I am concerned for my church, the L.D.S. Church. This church is active seven days a week and I support what the other gentleman said in regards to people that are attending these services and what have you. Thank you for your time.

MR. ADAMS: Could you restate the name of the area that you were - Forest what?

MR. EDWARDS: Forest Creek Park. It's on the Molalla Highway. And I have a deep concern for this.

MR. ADAMS: Thank you. That was Mr. Edwards? Thank you, Mr. Edwards. Do I have anyone else who would like to make a comment. Yes ma'am. Could you state your name?

MRS. CHARLEY SANDERS: My name is Mrs. Charley Sanders and I'd like to make a comment for Mrs. Menconi. She said she couldn't make the meeting tonight but if the route went through up here in Donovan, it would ruin their berry crop, they would have a road going right through it.

And, for myself, I think when you get to adding up and finding out what it's going to cost to buy the property to realign Maple Lane, you might be surprised by the time you get to it. And I would like to say, please don't completely forget about the overpass (on Beaver Creek Road), that might be the answer when you get there.

MR. ADAMS: The design at Beaver Creek is so designed to provide for a future overpass if that's necessary. Right now, we don't see it as a need.

Is there anyone else who would like to testify? Hold on for a minute, Tom. Go ahead.

MR. DAVID McKEE: I'm David McKee of 13385 South Noble Road. I'm not directly affected but I think of wintertime and trying to come up the 7th Street hill in Oregon City with all that ice on it; and also, the Ridge Route here would be more grade than the Canyon Route; I'm in favor of Corridor "B". Thank you.

MR. ADAMS: Thank you. That was McKee. Thank you, Mr. McKee. Just a minute, we have to stop our recorder momentarily. Are you ready?

MR. ED WANKE: I'm Ed Wanke. I live on Molalla Road next to the Clackamas Community College. And the bypass road is going through my property which I don't appreciate but since it's going to come why, we'll have to give up some of our property. But there are several small properties in that area and the route that the College proposes would go through the center of our properties and cut us in two. And I only have five acres and some of my neighbors have two and a half acres. And if that cuts through the center of all of our properties, why, it's going to cut off some of the back of our property that we have no access to. And also it is supposed to take some of the church parking area and they don't want that either.

And the College has about 178 acres and I don't see, we just don't understand why they can't give up an acre or two there and, and put the highway along our property line instead of going right through the center of us, and move it back 120 feet or so and that shouldn't make that much difference to the College property. Thank you.

MR. ADAMS: Could I get your name again - I didn't hear it too well.

MR. WANKE: Wanke, W-A-N-K-E.

MR. ADAMS: Thank you very much, Mr. Wanke. I have no more cards right here. Just a minute, please. Go ahead.

MR. CHARLEY SANDERS: The only statement I have is -

MR. ADAMS: Could you give me your name?

MR. SANDERS: Sanders, Charley Sanders.

MR. ADAMS: Okay.

MR. SANDERS: They will be buying some of my land for the cul-de-sac. The only concern that I have is the piece that they're buying or will be buying, there is a spring on it that I would like to keep if possible, so if they would hold as far to the right, as far east as possible or if some arrangement could be made so that I wouldn't have to give up any more land than I would have to. I'm in favor of the "B" Route, by the way.

MR. ADAMS: Thank you very much, Mr. Sanders. Mr. Nielsen.

MR. OWEN C. NIELSEN: My name is Owen C. Nielsen and I live at 15193 South Holcomb Boulevard. I am a retired businessman; I've lived in the area now going on eight years. I survived in business because I always took the most economical way to accomplish anything and the quickest. I am also now a large taxpayer in Clackamas County so I would like to go in favor of Route "B".

MR. ADAMS: Thank you very much, Mr. Nielsen. Is there anyone else? If no one wishes to make a statement, I would like to remind everyone that written statements will be accepted until Monday, August 6th, at the Oregon Department of Transportation office. The address, as I indicated before, is above me on the wall.

With no further indication from others wishing to testify, I will now call the hearing to an end.

Thank you very much for attending. Our personnel are still available in the back of the room if you wish to ask any questions or make any comments. (Hearing adjourned at 9:10 p.m.)

CARD COMMENTS

MILLIE B. GAFNER: We are in favor of B - for the pollution problem. When the dump burned without a permit it covered our area with smoke and stench till we couldn't hardly stand it. (Homemakers of Holly Lane)

LOLA L. DUNN: We are in favor of "B". It is more practicable and will not dislocate so many people.

MAX ASBAHR: Very much in favor of B route. Dislocates less people and costs taxpayer less.

DICK POLIVKA: We feel that this bypass is needed. Our preference is plan B.

M. E. TERRY: I believe the lower route near Newell Creek is by far the most feasible. It's more direct and affects far fewer homes and buildings.

DEAN EDWARDS JR.: My concern also is Molalla Highway. Traffic after this artery is linked up to it.

DAVID M. MCKEE: I'm in favor of alternate B route.

JOYCE C. TERRY: I favor Corridor B or Alternate B strongly. I have much of my time in the area of Holly Lane and don't like the impact the other alternate would have through the whole Holly Lane area.

MARVIN W. WEISS: On behalf of the Oregon Tri-City Chamber of Commerce (and current president). I urge ODOT to begin construction on the project (using route B) as soon as possible.

JAMES FLEMING: I favor the ridge (A) route because of adverse environmental effect of the Newell Creek (B) route.

DENNIS R. REYNOLDS: I am in favor of building the Bypass over alternate A as soon as possible.

EVERETT BUTTOLPH: (1) Request traffic signal preemption devices. (2) Request Q.R.V. (quick response vehicle) for traffic accidents and hazardous materials cargo. To be funded Federal, State, and locally. (Clackamas County Fire District #54)

DOUG KENNER: The remarks in the testimonies of Jim Bean and Larry Thomas coincides with my views and wishes concerning the Oregon City Bypass. I favor the Alternate B.

Ryan Testimony
Submitted at hearing by Bill Ryan-

DISCUSSION ITEMS

Exit Interviews Board members agreed that an exit interview with the Board by a member of the President's Council would be desirable, but that no one need feel forced to participate in such an interview.

REPORTS

Legislation Dr. Hakanson stated that other than the college receiving State funding for the Science building, he had very little to report.

OCCA Dr. Hakanson mentioned that the new Executive Secretary of the OCCA - Roger Bassett - would assume his duties on July 16. A two-day retreat will be held during the latter part of August to re-examine the purposes of the OCCA. A statement of purpose will result from the retreat, and Mr. Bassett will take the statement to each college Board for input, and then it will finally be ratified by the entire OCCA.

Oregon City By-Pass Mr. Ryan reported that it now appeared that the location of the by-pass in relation to the campus will be further east than the Board had earlier agreed was desirable. Mr. Ryan asked Board members if they wished college spokesmen to attend a hearing to be held on July 25 and testify against the easterly location. Members agreed they would prefer that the by-pass be located as far west as possible.

Executive Session Mr. Rook declared the Board was moving into Executive session in accordance with ORS 192.660 to discuss collective bargaining at 8:55 p.m.

Reconvening Mr. Rook reconvened the regular session at 9:10 p.m.

Administrative Employment Policy Changes Mrs. Jones moved; Mr. Groener seconded, approval of the proposed changes in the administrative employment policy as follows: (1) the college will pick up the administrative employees' PERS contribution effective July 1, 1979; (2) the college will increase the administrators' medical package by $10 per month; (3) the college will fund an administrative leave policy to the extent of $15,000 for 1979-80 according to procedures developed by the administrative section and recommended by the President (Copy attached to permanent Minutes); and (4) the college will waive tuition for all administrators, their spouses and dependents. The question was called and the motion passed unanimously.

Adjournment Mr. Rook declared the Board meeting adjourned at 9:12 p.m.

Gloria Tomlin, Recording Secretary

Roger Rook, Vice Chairman

John W. Hakanson, Clerk

gr/7-12-79

REPORTS (Continued)

Oregon City By-Pass

Don Fisher displayed maps illustrating the original route suggested for the By-Pass as it passes the Molalla Avenue college entrance, and the one agreed upon by college staff and adjoining property owners. The compromise route moved the right-of-way 100' east toward college property, and will greatly reduce present usage of the soccer field south of the college entrance. Mr. Fisher noted that the Highway Department may pay damages to the college for the loss of the soccer field. A public hearing will be held some time in May, at which time the Highway Department will make its final decision as to the final route. Mr. Fisher said the Highway Department may decide to move the right-of-way as much as 50' west, which would be better for the college. In answer to questions, he noted that the adjoining property owners would not be satisfied with the way their property was cut up by the original route.

Ms. Nickel moved that the Board go on record as being dissatisfied with the tentative placement of the Oregon City By-Pass near the college entrance on Molalla Avenue, and directing college staff to explore some of the legal ramifications involved, and to engage in further negotiations with the property owners. Mr. Gregory seconded. The question was called and the motion passed with Mr. Groener voting "No."

Mr. Groener explained his negative vote by pointing out that the college is gaining a lot by the implementation of the By-Pass, and the amount of property lost through the By-Pass placement is minimal compared to the benefit of the By-Pass. He also noted that the negative effect on the property owners of the By-Pass cutting through their property could be substantial. He sees no reason to prolong discussion of the route, possibly causing further delays.

OTHER

OSBA Convention

Dr. Hakanson mentioned the annual OSBA convention to be held at the Hilton Hotel in Portland, November 15-17. Board members interested in attending should advise him.

Boardsmanship Workshop

The second Boardsmanship Workshop to which all school boards in the county are invited, will be held on October 25 in the Community Center dining room. Board members are invited to attend.

Support Staff Dinner

Mr. Monroe announced a dinner on November 2, from 4:00 to 6:00 p.m. in the Community Center dining room, honoring all support staff. The Board was invited to attend. This occasion is being held in response to Governor Straub's proclamation recognizing support staff personnel in Oregon Schools.

OUTSIDE AGENCY REPORTS

Mr. Fisher spoke to a map of the entire Oregon City by-pass with alternate routes proposed. He introduced Mr. Leon Brock of the Oregon State Highway Department to explain the procedure by which the routes were designed. A broadly representative citizens committee has had input into the design, and Mr. Brock said that the presentation tonight was to hear concerns from property owners in the area where the by-pass will impact on the college entry off Molalla Avenue. These concerns will be noted when the environmental impact statement is prepared by the Highway Department. Ms. Nickel read a letter signed by Mr. & Mrs. Ed Wanke, G. Roberts, George Hellberg, and R. H. Keith (Followers of Christ Church), speaking to their concerns that the present plan for the by-pass takes it through the center of their property, eliminating approximately three-fourths of that property plus two buildings. These citizens asked that the by-pass go along property lines adjacent to the college.

- -

Mr. Groener arrived at 8:00 p.m.

- -

Discussion revealed that the temporary buildings wherein the Science facilities and the Child Care lab are now situated, will probably be used for some years to come, even though it is planned to construct new Science facilities.

Mr. Fisher displayed some compromise suggestions in resolving the property question through some trading of college property to owners of private property involved in the controversy. These suggestions did not meet with approval.

Andy Rice, landscape architect working on the college's long range plan, explained the college's reasons for wanting the by-pass in its presently proposed location. These had to do with the elevation of the road if moved north toward the campus, with the lack of space for traffic safety and avoidance of congestion at the campus entry, and with noise levels.

After discussion, Mr. Groener asked that the college planning committee be directed to continue to meet with Mr. & Mrs. Wanke, Mr. Roberts, Mr. Hellberg, and Mr. Keith until a satisfactory compromise can be worked out. That compromise should then be reviewed with the Board and then presented to the Citizens Committee referred to by Mr. Brock for the public hearing.

To whom it may concern:

I believe that "Corridor B" The Canyon Route thru Newell Creek to be the best because it is a less populated area.

I'll be out of town Wed. hence this note with my view on the Oregon City Bypass proposals -

I'm a property owner here and am very well acquainted with the traffic problem.

Sincerely,

Irene A Welch

July 25, 1979

R. N. Bothman
Metro Branch
Oregon Dept. of Transportation
5821 NE Glisan
Portland, Oregon 97213

RE: PARK PLACE - CLACKAMAS COMMUNITY COLLEGE BYPASS

Dear Sir:

We live on Apperson Blvd. near Melinda Street, and we are especially interested in one aspect of the bypass planning.

The only direct route on foot or bicycle to Gladstone from our neighborhood would entail crossing two sets of hazardous entrances/exits. The route involves access from Clackamas River Drive across and over the railroad and freeway to the old 82nd Drive Bridge by High Rocks Park. The other alternate foot or bike paths add enough distance to discourage this energy-efficient means of transportation.

However, this foot traffic will not be stopped by the new construction. Within walking and bicycling distance from Park Place via this route, there is the High Rocks Park, Safeway/other grocery stores, the closest frequently scheduled Tri-Met connections, Gladstone library, and other Gladstone community resources unavailable in Park Place. Our concern is that this route be planned with safety in mind for pedestrians and bikers.

If this concern has been addressed already, please send us information on that part of the plan. If not, please consider the car-less crowd in Park Place.

Thank you.

Sincerely,

Jean Bucknum
Stephen C Bucknum

Jean Bucknum
Stephen Bucknum
16005 S. Apperson Blvd.
Oregon City, Oregon 97045

METRO
JUL 1979
AM PPS / FILE T/A

Dear Mr Bothman:

I know that no matter what I say about the Oregon City Bypass Road what will be will be! In spite of that I have a statement.

No matter which route "A" or "B" is chosen you will take some of my land - and I will have a super hiway to my west - with its noise, pollution, and troubles. I am well aware of the problem Oregon City has as to traffic so will say that a bypass is a necessity -

II

I would hope you keep it as far away as possible - in the bottom of Newell Creek Canyon - Route "B" and also ~~that~~ you dont take all my over the hill land because it is my "woodlot" and I burn wood.

Also if you are going to build the bypass please get on with the job and not leave us on teather hooks for years.

John T. Meyers
-34-
18165 S. Holly Lane
Oregon City Or.

8-1-79

AS A PROPERTY OWNER ON HOLLY LANE I AM PERPLEXED THAT I WASN'T MAILED A COPY OF "OREGON CITY BYPASS NEWS."

AT ANY RATE MY CHOICE IS ALTERNATIVE "B" AS THE MOST VIABLE ROUTE.

ERIC CUMMINGS
17626 S. HOLLY LANE
OREGON CITY

MA PPL DC SPC
ODOT
1979
AM PPS
FILE T/A

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COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

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FOLLOWERS OF CHRIST CHURCH
OFFICE
1023 Bullard st.. Oregon City, Oregon 97045
Telephone • 656-3903 • 656-6591

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DOOT METRO
1979

August 1, 1979

AM PPS elg FILE T/A

Robert N. Bossman, Administrator
Metropolitan Branch
Oregon Department of Transportation
5821 N.E. Glisan
Portland, Oregon 97213

Dear Mr. Bossman:

As you know, our church owns property on which the church is located at 19394 South Molalla Avenue, a portion of which is located within the proposed Segment 3 described in the draft environmental impact statement for the Oregon City bypass. Our church has over 1,200 members, and at our last meeting we voted unanimously to request that you adopt the modified route for Segment 3 as described on page 72 of the draft environmental impact statement, thus moving the right of way as far east as possible.

In addition we request that noise impact on the church be reduced by the use of sound barriers located between the church property and the bypass and contructed as a part of the bypass project.

Finally, we would like to remind you that the church presently fills its existing parking lot during church services and that we therefore cannot afford to lose any of our parking.

Thank you for your consideration.

Very truly yours,

FOLLOWERS OF CHRIST CHURCH

By R. H. Keith
President

By Glenford Lee
Secretary

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DEPARTMENT OF TRANSPORTATION
AUG 3 1979

R. N. Batham
Ore. Dept. of Transportation
5821 N. E. Glisan
Portland, Or 97213

Dear Sir -

I wish to comment on the Oregon City By-Pass — was unable to attend the hearing.

My husband and I are long time residents of Ore. City and would like to see the right thing done here, and to us, the Newell Creek canyon plan seems the best. It would certainly be less disturbing than the ridge route, where people have their homes.

We certainly hope the ridge route is selected and hope this Communication has an influence.

Mr. & Mrs. Bjarne Bjerkman
816 Van Buren St.
Oregon City, Or 97045

NA PDM PDE TSB SPC
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FILE

Oregon City, Ore.
Aug. 2 - '79

Mr. R. N. Bothman,
Dear Sir,

This letter is written to give my views concerning the highway Bypass just East of Oregon City. WE are terribly in need of such a road, and have been for at least the past 15 years. Since I live very close to the junction of 7th. St. and Molalla ave.; I daily see huge trucks, even logging trucks go by on these streets and the pavement is showing the rough wear and tear it recieves each day.

I hope a new road will never be situated in the beautiful creek canyon - leave it as it is, for the birds, and the spawning fish in the fall of the year (they used to come up - I have seen them!) and for the deer -- yes, there are deer in Newell Creek canyon. This was their home years ago when I was a teenager, living in a little "valley" just below Morton Road, with my parents -

Fifty years ago, there were

Many different birds and animals in all that wooded area, where they had a creek of clear water for their needs.

If alternate Ⓑ is used, so very much natural beauty will be destroyed, as well as animals.

If alternate Ⓐ is used the view from the highway should be one of beauty, looking down onto the deeper forest land below. Also along Ⓐ there would be very little natural forest to cut away and mostly cleared land to grade away.

Most all of the big trucks now using Molalla ave. would take the Bypass and I hate to think of the noise that would chase the birds and animals from their right full home in the canyon.

I know big trucks are here to stay, and are a necessity, but spend a day here in this area where I live and you will know what I mean by noise in Newell Creek Canyon!

As to the deer, if you need proof, I have dear friends who live at the East end of paved Davis Road which is just north of Willamette Falls

{Mr. Maine
{Mr. & Mrs. Whiteman

Hospital. They often see deer come into the area just below their house, where Newell Creek joins Abernathy Creek, and Newell Creek canyon is the home of the deer and has been for so many, many years. This area of nature so close by should be protected, as is a city park.

Please, the only reasonable site for the new highway is the higher route, Corridor (A).

Sincerlly,
Mrs. Olen Switzer
320 Division St.

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DEPARTMENT OF [illegible]

635 Willamette Street
Oregon City, Oregon
August 1, 1979

Mr. R. N. Bothman
Metro Branch
Oregon Department of Transportation
5821 N. E. Glisan
Portland, Oregon 97213

Dear Mr. Bothman:

We are relieved and grateful that the Oregon City Bypass is almost underway, for it is desperately needed. We have given up trying to shop up Molalla Avenue and down Seventh Street because of the dangerous traffic there. Sometimes it is so hazardous it is impossible to cross either of these streets on foot or by car, except at a light. We have also observed that the vehicles now using Division Street, Eluria, and Pearl, in order to avoid the Seventh Street route, have increased about a hundred times since we moved to our home on Willamette Street and Selma in 1942. We also have had to learn to avoid downtown Oregon City due to the congestion there, so most of our shopping is done in or near Portland.

We feel that Coridor A is the better route for the bypass. The forest and wildlife in Newell Creek Canyon should be protected at all costs, for ourselves now, and for future generations. Our beautiful natural environment, once lost, will never be replaced. We must save what we can.

The "ridge route" will displace a few more people, but our population is increasingly mobile, and some of these people might even find it to their eventual advantage to move. They must, however, be adequately compensated for all loses.

The noise pollution might be the same in either route, but the air pollution in the upp~~p~~er route might be considerably less.

We strongly recommend that the ridge route be chosen.

Sincerely,

Frances Faith Walker
(Mr. and Mrs. Cliff Walker)

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[redacted]
EDWARD J WANKE
[illegible] AV
OREGON CITY OR 97045

August 1, 1979

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Department of Transportation.

The original location of the Oregon City Bypass Road thru the properties of Hellberg, Roberts and Wanke would bisect each one and the area cut off would not be accessible for us and it would take some of the church property and Hellberg's storage building.

By moving the road east about one hundred (100) feet it would be near the property line and not cut off as much ground. It would not take any of the church property or Hellberg's storage building.

One hundred (100) feet is a large part of two and one half acres compared to one hundred (100) feet of One hundred seventy eight (178) acres of college property.

The college intends to start construction in 1980 of a new permanent building in another location to replace the temporary buildings presently near our property and the new road.

We favor the canyon route as the cost would be less and it disrupts fewer people.

Roberts Ed. Wanke
LuElla Hellberg

327 Morton Road
Oregon City, OR 97045
July 23, 1979

R. N. Bothman
Metro Branch
Oregon Dept. of Transportation
5821 N.E. Glisan
Portland, OR 97213

To Whom It May Concern:

Before the decision to choose the route through Newell Creek Canyon for the Oregon City Bypass becomes official, I would like people to at least think of what we'll be losing forever. Since all the meetings I have attended consist nearly completely of Holly Lane residents, I tend to believe only a miracle could sway the decision to build in that neighborhood. The residents of Newell Creek Canyon, of course, are unable to attend.

Have you ever walked through the Canyon? It is full of wildlife and nature in its nearly untouched form. Not only small animals make their home here, but several deer as well. This area is one of the last remaining places where animals can find land that is so untouched by man. If people go on destroying areas such as this, it won't be long until the natural state of our surroundings will be only a memory. And, in time, man won't even have a basis for remembering such an environment.

True, our home will be more affected by the Newell Creek Canyon route; but this is not my concern. I would gladly give up my home and move if it would save the Canyon. The Holly Lane area is already transformed by man's "progress." A road wouldn't make much difference now. A freeway in Newell Creek Canyon, however, would totally destroy what nature has given us.

SEC.
TR.
JUL 1979

continued . . .

Based on the opinions I've heard at previous meetings, I'm sure this letter won't save the canyon. One person even called the area a "wasteland"! When I heard that I couldn't help wondering where man was heading in his blind, feverish race for growth and progress.

Before you make the decision, I urge you to go to this area, spend some time alone with nature, and think of what we'll be losing forever.

Sincerely,

Linda E. Church

Linda E. Church
Larry D. Church

CAMPER'S WHOLESALE SUPPLY COMPANY
office-plant: 14631 So. Livesay Rd.
Oregon City, Oregon 97045
telephone 1-503-656-4808
Propane Equipment Mfgrs. - *Conversion Kits

Mr. R.N. Bothman
Metro Branch
Oregon Department of Transportation
5821 N.E. Glisan
Portland,Oregon 97213

Gentlemen:

This is regarding request for taxpayers advice on where to locate proposed Highway 1-205.

We recommend Alternate B for acceptance.

Having lived here for some 35 years,we see no impact as far as environment is concerned,or will it have any effect on wildlife,since there is none in this area.

As it stands,we beleive this project if five years late.

Very truly yours,

R.R. Thompson
14631 S. Livesay Rd.
Oregon City,Oregon 97045

Note: telephoned Mr. Thompson on July 23, 1979
He confirmed that he wants this letter entered as testimony on
Oregon City Bypass
Hwy 213
Clackamas County
Hearing July 13, 1979

SPC
METRO
JUL 23 1979
PPS
FILE T/A

TRANSFERKIT Converts all makes and ages gasoline campstoves to propane. Lights, accessories available
*U.S. pat. 3,294,079; Can. pat. 815,334

Laurin E. Hinman

818 Promontory Ave
Oregon City,Oregon 97045

31 July 1979

Oregon Department of Transportation
5821 N.E. Glisan Street
Portland,Oregon 97213

Dear Sirs:

This memo speaks for several hundred members of the Church of Jesus Christ of Latter Day Saints (Mormon) on the matter of the Oregon City By-Pass location:

As members and largely also as parents of children we are deeply concerned in this project.

We favor, without exception, far as I can determine, the location termed "ALTERNATE (B) along Newell Creek Canyon.

Our reasons are: Our large Stake (grouping of several wards) chapel on Donovan Road, is used every day of the year by adults and many hundreds (actually) of children. And, many of these children also attend Junior High School on opposite side of that road. The use of these two facilities by so many children alone would seem to justify keeping heavy traffic flow away from this area.

Therefore we urge the decision to rest on the ALTERNATE "B" route.

We appreciate the opportunity to express our desire and commend the fine work your Department is doing.

Cordially,

Laurin E. Hinman

phone 656-6325

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July 25, 1979

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AM PPS FILE T/A

R.N. Bothman
Metro Branch Ore. Dept. of Transportation
5821 N.E. Glisan
Portland, Oregon 97213

Dear Mr. Bothman:

As an Oregon City resident for 16 years I am concerned with the development and livability of the area and the effects of the proposed By Pass choices. I ask that this letter be made part of the hearing record.

I favor a "do nothing" option (as you phrase it) at this time. I believe that larger and "better" highways serve only to increase traffic flows and perpetuate the problem in the long run. Easier access and faster commuter travel will encourage more travel, more demand for more highways and more growth to an area that is rapidly becoming overcrowded. Where does the cycle end?

As a last ditch choice Corridor A must have my vote. Holly Lane area is already impacted by considerable traffic and I would rather see this access improved than traffic spread to a beautiful area such as Newell Canyon.

A major (even limited access) highway through Newell canyon would lead to Off Road Vechiles travel and litter problems to only name two. A highway through an area such as this is not in keeping with environmental awareness of today or with Oregon's image as a leading state in planning its growth.

People create highway demands - why should they escape highway impacts while the wildlife and environment suffer the consequenses?

Sincerely
Gerald A Richards

21114 S. Highway 213
Oregon City, Oregon 97045
July 27, 1979

[illegible]
ODOT-METRO
JUL 1979
AM PPS
FILE T/A

Mr. Leon Brock
Oregon dept. of Transportation
5821 N. E. Glisan St
Portland, Oregon 97213

Dear Mr. Brock:

In planning the northern exits to the Oregon City By-Pass, Will you provide for an additional off-ramp that will lead to the I-5 Bridge over the Willamette so that traffic going south or to Oswego, or to Tualatin-Beaverton-Portland Community College and Tigard do not have to crowd the exit at Park Place?

I commute to Tualatin and Beaverton areas daily, as do many others. The By-pass will be so heavily used that one exit at park place may produce a bottleneck. Southbound traffic could be directed toward the bridge, a more direct route. I would appreciate your serious consideration of this suggestion. Sincerely,

OVER

Marie Martinez

P.S. I favor the newell Canyon Route. Since access is to be restricted, the primitive nature of the area would be both protected from traffic and scenic at the same time. The Other route could cause serious traffic in the populated area which it would isolate and would probably be more expensive.

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DEPARTMENT OF TRANSPORTATION

SECTION
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Comparative Summary Of Environmental Impacts

COMPARATIVE SUMMARY OF ENVIRONMENTAL IMPACTS

(+) - Positive Impact
(-) - Negative Impact

Factor/Subfactor	No-Build Alternative	Build Alternative
TRAFFIC		
Convenience	(-) Contribute to further deteriorating traffic flow and convenience.	All Build options have the same traffic impacts (+) Improve traffic flow and convenience
Safety	(-) Increase accident potential	(+) Improve traffic safety
ENERGY		
Road User	(-) Highest road user consumption (about 516-528 b-BTU's)	(+) Lower road user energy consumption Corridor A routes 420-450 b BTU's Corridor B routes (lowest) 407-437 b BTU's
Construction	(+) No construction energy used	(-) Construction energy used Corridor A routes 132 b BTU's Corridor B routes (lowest) 131 b BTU's
GEOLOGY		
Materials Used	(+) None	(-) All Build options use rock, soil, etc. for construction; involve clearing, grubbing.
Potential Geologic Hazards	(+) None	Segment 1 and 1 Modified - No significant differenc sanitary landfill, fill at Park Place Interchange Segment 2, Corridor A and A-Modified - No significant differences. floodplain, landslide, gullies (3) - (best in Seg 2) Segment 2, Corridor B and B-Modified - floodplain, large landslides (3) and unstable slopes, numerous small landslides; old garbage disposal site (B-Modified is better than B) Segment 3 and 3-Modified - No hazards apparent.
WATER RESOURCES AND AQUATIC BIOLOGY		
Floodplain Encroachment	(+) None	(-) Segments 1 & 2, all options, involve minor floodplain encroachment, but the significance is minimal - The "1" route is best in Segment 1; the B-Modified (best); the B, A-Modified and the A (worst) in Segment 2; there would be no floodplain encroachment with either the 3 or 3-Modified routes.
Erosion and Sedimentation	(+) None	(-) All options would increase erosion and sedimentation to some degree: Segment 1 and 1-Modified - About 22 acres exposed to erosion, 7 to be paved, 15 seeded and mulched

		route is best in Segment 1, the B-Modified (best), the B, A-Modified and the A (worst) in Segment 2; there would be no floodplain encroachment with either the 3 or 3-Modified routes.
Erosion and Sedimentation	(+) None	(-) All options would increase erosion and sedimentation to some degree: Segment 1 and 1-Modified - About 22 acres exposed to erosion, 7 to be paved, 15 seeded and mulched Segment 2, Corridor A and A-Modified - About 74 acres exposed to erosion, 23 to be paved, 51 seeded and mulched (best) Segment 2, Corridor B and B-Modified - About 83 acres exposed to erosion, 26 to be paved, 57 seeded and mulched. Potential is higher with B than B-Modified, but higher than A and A-Modified Segment 3 and 3-Modified - About 29 acres exposed to erosion, 9 to be paved, 20 to be seeded and mulched
Drainage Patterns, Surface Water/Groundwater Ratio, other Hydrologic Factors	(+) None	(-) All options would alter hydrologic conditions, generally to an insignificant degree. Runoff would slightly increase and percolation into groundwater would decrease. Stream channels would also be altered slightly by increased runoff amounts. Although impacts are generally insignificant, the options with the greatest potential for such problems are in Segment 2, Corridor B (worst) and B-Modified.

Factor/Subfactor	No-Build Alternative	Build Alternative
·Water Quality	(+) None	(-) All options would to a minor degree, result in road-associated pollutants such as petroleum, entering the waterways on a continuing basis. Although impacts are minor with all options, the Segment 2, Corridor B route would have the greatest potential for long-term impact, primarily from sediment entering a high quality stream. B-Modified is significantly better than the B route, but worse than A. A-Modified is the best.
Aquatic Habitat	(+) None	(-) Habitat problems are insignificant in Segments 1, 1-Modified and 3 and 3-Modified Segment 2, Corridor A - Due to two channel changes, about 300 feet of habitat would be lost on Abernethy and Newell creeks. 6 Culvert crossings would result in habitat loss at the sites of the culverts. Segment 2, Corridor A Modified - One channel change only, with greatly reduced aquatic habitat, compared to the A-route Segment 2, Corridor B - Culverts on Newell Creek tributaries would affect habitat at those sites, but habitat impacts are less significant than with Corridor A Segment 2, Corridor B Modified - Habitat impacts are less significant than the B-route

Factor/Subfactor	No-Build Alternative	Build Alternative
Cut and Fill near Waterways	(+) None	(-) Cut and fill is an insignificant problem for Segment 1, 1-Modified, 3 and 3-Modified Corridor A - None within 300' of Newell Creek - 950' within 50' of Abernethy Creek Corridor A Modified - Less cut and fill near Abernethy Creek Corridor B - 4750' within 200' of Newell Creek (38% of the stream length) - 100' within 50' of Abernethy Creek Corridor B Modified - The fill along Newell Creek would be further from creek, significantly reducing this impact.
WETLANDS	(+) None	Wetlands takings would be: Segment 1 - 2.2 acres, no "high" value wetlands Segment 1 Modified - Fewer acres than the "1" route, no high value wetlands Segment 2, Corridor A - 1/2 acre, with 0.05 acre from high a value wetland Segment 2, Corridor A Modified - Less wetland taking than the A-route Segment 2, Corridor B - 0.22 acre of wetland; 0.2 from moderate/high value wetlands Segment 2, Corridor B Modified - taking would be similar to the B-route Segment 3 - 0.6 acre; 0.2 from moderate value wetlands Segment 3 Modified - Less impact to the low/moderate value wetlands, similar impacts to the moderate value wetlands
BIOLOGY		
Habitat	(+) None	Habitat loss would be: Corridor A route - 85 acres Corridor B route - 105 acres Corridor A Modified route - More severe, but similar loss compared to the A-route Corridor B Modified route - More severe, but similar loss compared to the B-route No segment or alternative would affect endangered or threatened species.
Factor/Subfactor	No-Build Alternative	Build Alternative
AIR QUALITY	(-) Carbon monoxide (beginning in 1985) photochemical oxidants (beginning in 1987); all other pollutant levels (beginning immediately) would be below standards	(+) All Build alternatives and options would have the same impacts. Photochemical oxidants (beginning in 1987); all other pollutant levels (beginning after construction is completed) would be below standards
SOUND ENVIRONMENT	Long-term (1997) numbers of receptors	Long-term (1997) numbers of receptors impacted:

				Corridor B Modified route - More severe, but similar loss compared to the B-route No segment or alternative would affect endangered or threatened species.

Factor/Subfactor		No-Build Alternative		Build Alternative
AIR QUALITY	(-)	Carbon monoxide (beginning in 1985) photochemical oxidants (beginning in 1987); all other pollutant levels (beginning immediately) would be below standards	(+)	All Build alternatives and options would have the same impacts. Photochemical oxidants (beginning in 1987); all other pollutant levels (beginning after construction is completed) would be below standards
SOUND ENVIRONMENT		Long-term (1997) numbers of receptors impacted: - residences 118 - apartments 11 - schools 1 - churches 2 - funeral homes 2 - parks 2 - businesses 7 - city halls 1 TOTAL 144		Long-term (1997) numbers of receptors impacted: Corridor A route / Corridor B route - residences 120 / 114 - apartments 11 / 11 - schools 3 / 2 - churches 2 / 2 - funeral homes 2 / 2 - parks 1 / 1 - businesses 0 / 0 - city hall 1 / 1 TOTAL 140 / 133
LAND USE AND COMPREHENSIVE PLANNING	(+)	None, current trends would continue	(-)	The various options would result in the following conversions in land use from existing to highway use Segment 1 27 acres Segment 1 Modified 32 acres Segment 2, Corridor A 60 acres Segment 2, Corridor A Modified 67 acres Segment 2, Corridor B 63 acres Segment 2, Corridor B Modified 82 acres Segment 3 39 acres Segment 3 Modified 50 acres All Build options would tend to intensify land development south and east of Oregon City and near proposed intersections.

Factor/Subfactor		No-Build Alternative		Build Alternative
SOCIOLOGY				
Access and Safety	(-)	Increasing accident hazard and decreasing accessibility	(+)	All Build options would in general decrease accident hazards and improve accessibility
"Liveability"		This would decrease liveability in Oregon city neighborhoods		Corridor A and A-Modified route - This would decrease liveability along the Holly Lane neighborhood Corridor B and B-Modified route - Liveability along this route would not be significantly affected. The B-routes would commit the Newell Creek canyon (a natural area with recreation potential, although privately owned) to highway use.

Factor/Subfactor	No-Build Alternative	Build Alternative
Right-of-Way, Displacements	(+) None	(-) Segment 1 - 6 Single-family residences, 1 duplex Segment 1 Modified - 7 Single-family residences Segment 2, Corridor A - 4 Single-family residences, 0.1 acre of the Ogden Junior High athletic field Segment 2, Corridor A Modified - 6 Residences, most of the Ogden Junior High athletic field, small strip of land from the LDS Stake center property Segment 2, Corridor B - 1.7 acres of unusable property from Ogden Junior High Segment 2, Corridor B Modified - Same as for the B-route Segment 3 - 9 Single-family residences, 0.8 acre from the school district bus lot; 0.6 acre from Maple Lane Baptist Church; 0.05 acre from Followers of Christ property; 7.1 acres from Clackamas Community College property Segment 3 Modified - 10-12 Single-family residences, 7+ acres from Clackamas Community College
ECONOMICS		
Displacements	(+) None	(-) Two businesses (one in Segment 1 and one in Segment 3) would be purchased
Fiscal	(-) Economic benefit of construction funds would be foregone in the area (+) No loss to the tax base Land values would not rise as rapidly than the Build	(+) "Multiplier" effect of construction funds would be beneficial to the area (-) Insignificant tax base loss Land values would rise more rapidly than the No-Build
Road User Costs	(-) Higher road user costs than the Build	(+) Lower road user costs than the No-Build
Economic Development	(-) Does not meet development plans; would retard development potential	(+) Meets development plans; increase economic development potential to some degree
"Business" Potential	(-) Downtown - Less business potential	(+) Downtown - Enhance business potential

		Land values would not rise as rapidly than the Build		Land values would rise more rapidly than the No-Build
Road User Costs	(-)	Higher road user costs than the Build	(+)	Lower road user costs than the No-Build
Economic Development	(-)	Does not meet development plans; would retard development potential	(+)	Meets development plans; increase economic development potential to some degree
"Business" Potential	(-)	Downtown - Less business potential	(+)	Downtown - Enhance business potential
	(+)	Highway oriented - Retain business along the existing route	(-;+)	Highway oriented - Lose some business along the existing route, but enhance business potential near the new highway
CULTURAL RESOURCES				
Historic	(-)	Adversely affect historic resources with increasing traffic congestion	(+)	No National Register or other historically significant sites would be affected
Archeological		No impact		All options could have an impact on archeological resources. An archeological reconnaissance survey would be conducted
AESTHETICS	(+)	None	(-;+)	All options would adversely affect the view toward the highway. The Corridor B routes would be more pleasing aesthetically than the A-routes and the No-Build than the B-routes.
PLAN CONFORMANCE				
Statewide Goals		Generally, consistent with "conservation-related goals"; potential conflicts with Economic, Transportation and Energy conservation goals		Generally, potential conflicts with "conservation-related goals"; consistent with Citizen Involvement, Planning, Economic, Transportation and Energy conservation goals
Local Plans	(-)	Generally, inconsistent	(+)	Generally, consistent
State Clean Air Implementation Plan		Consistent		Consistent

NOTE: (A) Adverse Impact
(B) Beneficial Impact
(U) Uncategorized Impact

SUMMARY OF ECONOMIC IMPACTS

Impact Topic	Alternative 1—No-Build	Alternative 2--Build Alternative				
		General Impacts	Specific Impacts			
			Segment 1	Segment 2		Segment 3
				Corridor A (Ridge Route)	Corridor B (Canyon Route)	
Right-of-Way:	No right-of-way required. (B)	R/W acquired with Corridor A, 126.2 acres; with Corridor B, 128.8 acres. (A)	26.8 acres (A)	60.5 acres (A)	63.2 acres (A)	38.8 acres (A)
		R/W Cost with A, $4.1 M; with B, $3.6 M. (A)	$1.8M (A)	$1.0M (A)	$0.5 M (A)	$1.3 M (A)
		2 businesses displaced and required to relocate (A)	1 business displaced; R/W taking from landfill (A)	Potential displacement of berry farm (A)		1 business displaced (A)
		Require the relocation of some utilities—gas, water, sewage, telephone, etc. (A)				
Fiscal Impact	Inflation and the rising cost of construction would make any future substitute transportation improvement more expensive. (A)	Estimated Cost of Project with A, $13.5 M; with B, $12.7 M. (B)	Note: The estimated cost of the project in March 1978 was $13.5 M for A and $12.7 M for B. The current estimate (July 1979) is $16. M for A-modified and $15. M for B-modified. The increase is due mainly to inflation.			
		Generation of jobs and income through purchased goods and services needed to construct the facility. (B)				
	Cost of project would accrue to other areas of the city. (A)	Increase land values and adjacent property, particularly those at points of access. (U)				
	Would increase road user costs because of delays and slower trips through Oregon City. (A)	Shorter route than existing—0.2 mile with A, 0.4 mile with B. (B)				
		Improve visibility and location of private business and services. (A)				
	Could negatively affect business sales along existing highway and in downtown Oregon City. (A)	Improve accessibility to shopping centers such as Clackamas Town Center and Oregon City Shop-				

	to other areas of the city. (A)	and adjacent property, particularly those at points of access. (U)
	Would increase road user costs because of delays and slower trips through Oregon City. (A)	Shorter route than exsisting—0.2 mile with A, 0.4 mile with B. (B)
		Improve visibility and location of private business and services. (A)
	Could negatively affect business sales along existing highway and in downtown Oregon City. (A)	Improve accessibility to shopping centers such as Clackamas Town Center and Oregon City Shopping Center for residents south of project and near highway interchanges. Possible loss of retail trade in downtown. (B and A)
Economic Development		The bypass may serve as a catalyst for development, but in itself is not sufficient to create economic activity. (B)
		Separating through from local traffic would decrease traffic in downtown retail centers and facilitate re-development. (B)
	May delay or retard development plans which are closely linked to the improved access to be provided by the proposed facility. (Whether or not these delays would be entirely attributable to a no-action is speculative.) (A)	Provides major accessibility improvements to industrial areas at north and south ends of Oregon City. (B)
	Loss of development potential. (A)	Some traffic-dependent business may have reduced sales or be required to change nature of business.
		Intensive commercial and perhaps multi-family uses may develop at intersection areas. (U)
		Would accommodate major employment increases forecast in area outside Oregon City. (B)

160

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Salem, Oregon

October 1, 1979

FILE:

FROM: F. W. Yarbrough
Soils Engineer

TO: Max J. Klotz
Metro Technical Services Engineer

SUBJECT: Park Place-Clackamas Community College

Cascade Highway
Clackamas County

Results obtained to date from explorations of proposed cuts and fill foundations for the subject proposed construction were reviewed with Region Geologist C. J. Eshelman on September 28.

Exploration of cuts can probably be considered complete. Drill holes show that the major cuts will be in the sandy clays of the Troutdale formation which should have reasonably good stability.

Some more exploration of major fill foundations probably should be done. At Abernethy Creek where about 50-feet high fill is proposed on wet loose silt, either vane shear tests should be made or shelby tube samples taken for laboratory shear tests. At Newell Creek crossing, probing should be done first to verify the extent of shallow weak material. If it is shallow over all the foundation, stripping of the weak material will be specified. If it is found to be more than about ten feet deep, shear tests or samples for them should be obtained. Stripping or subexcavation will need to be designed for the side hill fills in the canyon which probably requires some probing of the areas in addition to the drilling that has been done to verify the depth.

The Soils Engineer will research experience of other states with building fills over garbage land fills, and no further work should be done to explore the foundation for the one on this job until we find out what we need to know.

Another review of the exploration work to consider completeness is desired as the work approaches that stage.

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2 Olson
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cc: Frank Terpin ✓
C. J. Eshelman
Rob Cameron

bc Rd Design

VICTOR ATIYEH
GOVERNOR

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Department of Transportation
METROPOLITAN BRANCH
5821 N.E. GLISAN, PORTLAND, OREGON 97213
Telephone 239-8226

103-1964

September 28, 1979

Al Simonson
City Manager, Oregon City
Seventh and John Adams Street
Oregon City, Oregon 97045

Dear Mr. Simonson:

The Oregon Department of Transportation is recommending construction of Corridor B of the Oregon City Bypass project. In accordance with ORS 373.015 this is notice to you that the Oregon Department of Transportation plans to acquire additional right-of-way within Oregon City city limits for highway purposes, and that if you or the City Council have any remonstrances or objections, a public hearing may be held in accordance with the stipulations of the law.

The law requires that if you have objections to the proposed acquisition of right-of-way, you so indicate within ten (10) days after receipt of this notice. In the event that you have no objections to the proposal, it would be appreciated if you so indicate by a resolution of the City Council. I am including by attachment suggested wording for inclusion in such a resolution.

A copy of the law referred to is also attached for your convenience. If you have any questions concerning the proposal, please feel free to contact Leon Brock, Project Coordinator, 5821 N.E. Glisan Street, Portland, Oregon 97213, telephone 238-7443.

D. R. Adams
Project Development Manager

DRA:LGB:PE

Attachments

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OCT 1 '79
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FOR

Info	Invest	R/D	D/R	Sign	Act	File

NOTE
F. B. KLABO

bcc: F. B. Klaboe, D. H. Moehring, E. S. Hunter, R. L. Schroeder,
J. H. Versteeg, W. J. Hart, J. B. Boyd, F. R. Terpin, L. G. Brock

Form 734-3122

STATE HIGHWAYS THROUGH CITIES

373.010, ROUTING AND MARKING STATE HIGHWAYS THROUGH CITIES. Whenever the route of any state highway passes through the corporate limits of any city of this state, the State Highway Commission:

(1) Shall select and designate the streets of the city over which the state highway shall be routed.

(2) Shall erect and maintain such road and other signs on and along such streets at such places and of such material and design as it may select.

(3) May alter or change such routing when in its opinion the interests of the motoring public will be better served. [Amended by 1957 c.663 Sec.2]

373.015 NOTICE AND HEARING BEFORE LOCATION, RELOCATION OR ABANDONMENT OF STATE HIGHWAY THROUGH CITIES. Before the State Highway Commission acquires within any incorporated city any new rights of way, or relocates or abandons any existing state highway within any incorporated city, the secretary of the commission shall by letter notify the mayor of such city of the action contemplated by the Commission, and if any remonstrances or objections thereto are made by the mayor or the council of such city within 10 days after receipt of such letter, the commission, or its designated representative, shall hold a public hearing at the city hall in such city, after having first given written notice thereof to the mayor at least 10 days prior thereto, and, at such public hearing, persons who favor or oppose the contemplated action shall be given an opportunity to be heard. [1955 c.447 Sec.1]

373.020 JURISDICTION OVER STREETS TAKEN OVER FOR STATE HIGHWAY ROUTING THROUGH CITIES; EFFECT ON PUBLIC UTILITY DUTIES.

(1) Complete jurisdiction and control of streets taken over by the State Highway Commission as provided in this Act, as defined in subsection (10) of ORS 366.005, is vested in the commission and extends from curb to curb, or, if there is no regular established curb, then such control extends over such portion of the right of way as may be utilized by the commission for highway purposes. Responsibility for and jurisdiction over all other portions of the street or road remains in the city.

(2) All cities retain the right to grant the privilege to open the surface of any such street or road, but all damage occasioned thereby shall promptly be repaired by the city, either itself or at its direction, and the responsibility for the cost thereof shall be upon the city permitting the opening.

(3) Cities retain the exclusive right to grant franchises over, beneath and upon any such street or road, and to control and regulate such franchises and the utilization thereof, but the State Highway Commission may utilize any storm sewers thereon or thereunder without cost or charge therefor by the city.

(4) Nothing contained in this Act, as defined in subsection (10) of ORS 366.005, relieves any public utility from the maintenance and repair of any street or portion thereof or the performance of any other obligation required under any franchise granted to it by any city. [1939 c.529 Sec.24; OCLA 100-124]

373.030 CONSTRUCTION AND MAINTENANCE OF STREETS; CONSENT OF CITY FOR GRADE CHANGE.

(1) The State Highway Commission may construct, reconstruct, pave and improve and shall repair and maintain streets and roads through cities where such streets or roads, or both:

(a) Form a link in the highway system of the state or constitute a connection between two such highways; and

(b) Have been designated by the commission as the streets or roads over which there is routed state highway traffic.

MULT - METRO
JUL 30 1970
FILE

Suggested Wording

WHEREAS state law ORS 373.015 requires that before the Department of Transportation acquires within any incorporated city, any new rights-of-way or relocates or abandons an existing state highway within that city, the state shall notify the mayor of the action contemplated and

WHEREAS the city, through its mayor or council, has the opportunity to file remonstrances or objections to the project within ten (10) days at the receipt of state notification,

BE IT RESOLVED that the city has no objections to the project and does not wish to file any remonstrances thereto.

9592

U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION X
1200 SIXTH AVENUE
SEATTLE, WASHINGTON 98101

ENVIRONMENTAL SECTION
September 20, 1979

cc: E. S. Hunter
D. H. Moehring
J. H. Versteeg
F. E. Terpin
Walter Hart
R. N. Bothman
Ed Hardt
Maury Payne
Jef Kaiser
Cliff Christianson
Glen Green

NOTED
E. S. HUNTER

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REPLY TO ATTN OF: M/S 443

SEP 18 1979

Gary A. Potter, Manager
Environmental Section
Oregon Department of Transportation
Salem, Oregon 97310

Dear Mr. Potter:

We have reviewed the draft Environmental Impact Statement (EIS) for the Oregon City Bypass in Clackamas County, Oregon, and offer the following comments for your consideration:

AIR QUALITY

1. Our primary concern with the air quality analysis is the unusually low correlation between the computer model and monitored data. The Airpol-4A model has shown a high correlation in several studies, and should not be immediately disregarded. Rather than using the "rollback" technique to predict air quality concentrations, we suggest a more concerted application of the Airpol-4A or that another acceptable diffusion model be used.

We also recommend that the monitoring samples used should be adjusted to account for morning peak hour traffic to obtain a worst case basis for comparison with the model results. We also suggest that, in the future, 8-hour, rather than 12-hour, sampling periods would be more appropriate to be consistent with 1-hour and 8-hour computer predictions.

2. The analysis does not differentiate between the conditions on the two different corridors "A" and "B." The differences in the terrain of each corridor could affect pollutant concentrations. Also, the monitors should be placed at the edge of the right-of-way to account for line sources and avoid complex areas such as intersections. Data collected should also be seasonally adjusted.

3. It should be noted that average daily traffic (ADT) volumes can only be approximately interchanged for the same calendar year (p. 6-52). This is due to several factors including the effects of the Federal Motor Vehicle Control Program and changes in vehicle mix and emissions. These should be clarified in the text.

NOISE

1. To better comprehend the impacts this project would have on surrounding residences, the sound level readings, preferably L_{dn} and/or L_{eq}, should be presented for each of the thirteen sites. These can then be compared to future estimates of what the sound levels will be once construction has been completed.

2. In discussing mitigation measures, the purchase of residences should also be listed as an alternative, especially for areas receiving high noise levels or subject to levels which would increase significantly.

The Environmental Protection Agency has rated this draft EIS LO-2 (LO - Lack of Objections; 2 - Insufficient Information). This rating will be published in the Federal Register in accordance with EPA's responsibility to inform the public of our views on proposed Federal actions under Section 309 of the Clean Air Act.

Thank you for the opportunity to review this draft EIS. If you have questions or would like to discuss these comments, please contact either Kathy Davidson or me at (206) 442-4011 or (FTS) 399-4011.

Sincerely yours,

Alexandra B. Smith

Alexandra B. Smith, Chief
Environmental Evaluation Branch

cc: G. Green, FHWA

STATE OF OREGON **INTEROFFICE MEMO**

ODOT METRO — DEPT.
238-8226 — TELEPHONE

TO: F. B. Klaboe
Director

DATE: September 17, 1979

FROM: R. N. Bothman
Administrator

Robert N Bothman

SUBJECT: Oregon City Bypass

In reference to correspondence between Bill Ryan, Administrative Dean of the Clackamas Community College, and Anthony Yturri, we have worked out the areas of concern to the satisfaction of the college board. The board acted upon this resolution affirmatively September 12.

Specifically, in reference to their concerns, we have taken the following steps:

1. Shifted the alignment approximately 15 feet away from the present child care facility.

2. Committed to noise mitigation in the area of the child care center.

3. Assured that the existing college access is adequate, but, in addition, have shifted the alignment approximately 25 feet to allow additional storage.

4. Shifted the alignment 50 to 75 feet away from the college in the vicinity of their soccer field.

The above satisfies the concerns of the college board.

RNB:ke

cc: W. Ryan

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CCC inks plan for bypass route

A new Oregon City Bypass proposal was accepted by the Clackamas Community College Board in a 4-3 vote Wednesday night.

The board had wanted the bypass as far west as possible and had asked for it to be 100 feet further west from the child development center than was planned.

The new proposal by the Oregon Highway Department says the route would be 15 feet further west and promises noise abatement measures within the federal noise standard.

The board also agreed to apply for federal funds for a program for Cambodian refugees, English as a second language.

John Hooley, head of the CCC Humanities Division, gave a report on the progress of the high school dropout program. In response to a letter sent to all Clackamas County school superintendents by the college, Estacada High School was the only school to start a program for dropouts.

The Educational Service District is coordinating a meeting between the college and the school superintendents to discuss programs in other districts.

Not on the agenda was an alternative food service proposed by student government representatives. They asked for a sandwich bar in Randall Hall. The board expressed concern that the current cafeteria barely is breaking even and another food service could then draw business away, making it necessary to subsidize the cafeteria.

Student government justified the request by pointing out that the cafeteria is crowded and will remain so with the added business of the construction workers on the new science building. The board authorized the administration to come back at a future meeting with a definite proposal.

In other business the board approved the appointment of the first women's athletic director and seven other instructors and approved an agreement between CCC and the Timber Lake Job Corps Center and hired two full-time instructors for the program.

DA drops 'ru

A first-degree theft charge against Sylvia Simms, 36, Boring, has been dropped at the request of the Clackamas County District Attorney's office. She had been charged in an incident involving the theft of a calf from a Beavercreek residence.

"Rustlers," accordi
Clackamas County Animal
officers, stole a one-d
Hereford calf from a field ne
South Lower Highland Road

Man gets 30 ye

James C. Breimhorst has been sentenced to a total of 30 years in prison after pleading guilty to four counts of burglary stemming from breakins at Main Street Oregon City offices earlier this year.

The sentences, handed down by Circuit Court Judge Patrick
stem from incidents on Ma
May 24.

Gilroy sentenced Breiml
terms of 20 years and 10 yea
Corrections Division to be

Fire station pla

A permit for a new fire station in the Fischers Mill area is one of the four applications to be before the Clackamas County hearings officer Thursday at 7 p.m. in the Department of Environmental Services office at 902 Abernethy Road.

Clackamas County Fire District 54 has applied for a conditional use permit to divide a 31.09 acre tax lot on Springwater and Harding r
two parcels. It will then es
fire station on a two-acre p

James Wentworth is apply
zone change on his land in t
area which would rever
general timber to a tra
timber district. He would
split his existing 19.85 acres

Enterprise Courier — Clackamas County's only daily newspaper
(USPS 177-460)

Duane Edmonds, Publisher

Ben Hansen, Editor — Hank Brazil, Circulation Manager
Robert Justin, Advertising Manager — Rick Horton, Pressroom Foreman
Jim Tucker, Office Manager — Jimmy Gilson, Composing Room Foreman

10th and Main Sts. — Volume 113, No. 180 — 656-1911

Published Daily Monday through Friday, except Holidays
By The Enterprise-Courier Co., Inc.
Entered in Oregon City Post office
97045 as Second Class Matter

SUBSCRIPTION RATE

Carrier, one month	$3.25
Mail, 6 months	$19.50
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Oregon Transportation Commission

OFFICE OF ANTHONY YTURRI, 89 S.W. THIRD AVENUE, ONTARIO, OREGON 97914

August 22, 1979

In Reply Refer To
File No

Mr. Bill Ryan
Administrative Dean
College Services & Planning
Clackamas Community College
19600 South Molalla Avenue
Oregon City, OR 97045

Dear Mr. Ryan:

I have discussed the Oregon City Bypass project with Department staff. The College Board's desire to minimize the impacts of the project on the College is understandable.

The Department's objective is to provide a bypass for Oregon City. The alignment currently under consideration was developed as part of the Department's public involvement process, including a joint meeting between the College and the local land owners. The easterly alignment is a compromise that appears to balance impacts affecting all property owners. The choice between the easterly alignment and the westerly alignment does not hinge on economic or engineering issues, but upon the effect on the property owners involved. The alignment centers on the College and the property owners' property lines.

I am informed that the Department has received letters from three of the property owners favoring the easterly alignment. This is understandable since an easterly alignment would maintain contiguous ownerships of their properties and not leave severed remainders.

I am requesting Robert Bothman, the Department's Metropolitan Administrator, to work out the areas of concern in your letter. I suggest the alignment question be resolved in a meeting between yourself, the property owners and Mr. Bothman in the hope of reaching a compromise on the alignment.

Sincerely,

Anthony Yturri, Chairman

AY:HRF

cc: Robert N. Bothman
Administrator, Metropolitan Branch
Department of Transportation
5821 N.E. Glisan Street
Portland, OR 97213

bc: F. B. Klaboe

Form 734-3122

NOTED
F. B. KLABOE

RECEIVED
DOT DIRECTOR

AUG 2[illegible] '79

REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

Clackamas Community College
19600 South Molalla Avenue/Oregon City, Oregon/97045/656-2631

August 13, 1979

Mr. Anthony Yturri, Chairman
Oregon Transportation Commission
135 State Highway Building
Salem, OR 97310

Dear Mr. Yturri:

On July 25 the Oregon State Department of Transportation held its last public hearing on the Park Place - Clackamas Community College (Oregon City By-Pass). At that meeting the college's landscape architect and myself spoke in oposition to the location of the By-Pass only as to its location on college property.

The college has always held a firm position that the By-Pass should be located as far west as possible on the college campus. At the July 25 Hearing I also submitted the minutes of three meetings of the Board of Education of Clackamas Community College which substantiated this position. The Board is concerned about the resulting noise level at the college's child care center, the stacking of vehicles when students leave the campus, and the narrowing of the college outdoor recreation and soccer field facility.

On July 30 I wrote a letter to Mr. Donald Adams, Project Development Manager, reiterating the college's position. In the letter I presented information detailing action by the college in an attempt to satisfy the objections of affected property owners if the westerly route was accepted.

Following the above letter I met with Mr. Adams, Mr. Leon Brock, and Mr. Kenneth Rolfe of the Portland and Milwaukie Office of the Department of Transportation. The three gentlemen were very polite and understanding but still favored the easterly route through the campus unless the college could acquire a letter of intent from the property owners stating they would consider a westerly route. I tried to explain to the three that such letters of intent would in effect put one long standing neighbor against another which just would not happen. I further pointed out that I felt everyone was listening to the property owners and no one was listening to the college. Naturally, they objected to this statement but when one analyzes the value of the concerns of the four property owners it is difficult to think otherwise. Two of them appear to have no objection one way or the other, one is quite strong in his oposition, and the Followers of Christ Church appears to be losing about .09 of an acre on the westerly approach.

The college's Board of Education met on August 8 and discussed the issue for the fourth time. Submitted with this letter is a resolution adopted by the Board which affirms their position once more. The only difficulty the Board

NOTED
F. B. KLABOE

had with the motion was that it was not strong enough. Again, you will see their concerns. They were also particularly upset when they learned that no final decision had been made to erect a sound barrier adjacent to the Child Care Center. This is alarming when it is noted in the Draft Environmental Impact Statement that such facility will realize a doubling in the noise level.

It is the strong opinion of the Board of Education that they be on record of favoring the westerly route, known as Segment 3, over the easterly route known as Segment 3 Modified. The Board strongly requests that the Department of Transportation reconsider its position and approve of Segment 3 as it pertains to college property.

I will be out of town until August 27 but can be reached at that time at 646-2631, Ext. 221.

Very truly yours,

Bill Ryan
Administrative Dean
College Services & Planning

cc: Director of Transportation
Donald Adams, Project Development Manager

Enclosures (3)

RECEIVED
DOT DIRECTOR
AUG 14 '79
REFER TO
FOR
Info Inves R/D D/R Sign Act File

RECEIVED
AUG 14 1979
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CLACKAMAS COMMUNITY COLLEGE

STATE TRANSPORTATION OFFICE HEARING ON OC BY-PASS

(Reports - Item No. 2)

The Board of Education wishes to strongly reaffirm to the Oregon State Department of Transportation its position supporting Segment 3 of the Oregon City By-Pass as Segment 3 affects Clackamas Community College property.

The board, over the past year, has considered on three separate occasions the effect of the westerly or easterly location of the proposed by-pass through college property. On each of these occasions, the board has affirmed the westerly route known as Segment 3.

The board has taken this position after analyzing four concerns; namely,

1. keep the by-pass as far as possible from the present child care facility.
2. the loss of a substantial investment in utilities if the present site of the Child Care Center is made unusable because of its proximity to the by-pass.
3. lengthen the ingress-egress roads of the college to the greatest extent possible. (Since the college's long-range plan projects a doubling of students, the satisfactory control and storage of campus vehicles must be considered.)
4. the loss of a substantial amount of land under the easterly route in the soccer and out-door recreational location.

Now, therefore, BE IT RESOLVED that the Board of Education of Clackamas Community College respectfully requests the Oregon State Department of Transportation to reconsider its position and support Segment 3 of the Oregon City By-Pass.

8/8/79
bsm

CLACKAMAS COMMUNITY COLLEGE

BOARD OF EDUCATION
MINUTES OF THE MEETING

August 8, 1979

CALL TO ORDER The regular meeting of the Clackamas Community College Board of Education was called to order at 7:31 p.m. by Chairman Larry Wright, Wednesday, August 8, 1979 in the Barlow Board Room.

Persons Present Declaration of a quorum: Board members present were Larry Wright, Roger Rook, Bill Gregory, Anne Nickel, Bonnie Jones and Gary Cornelius. Others present included Colline Kaymmeyer, Don Porter, Dr. Hakanson, Dr. Kaiser, Mr. Monroe, Mr. Ryan, Mr. Lair, Mr. Fisher, Mr. Painter, Mr. Ellis, Mr. Robets, Mr. Hooley, Mr. Scott, Mr. Warren, Doug Roberts, Mr. Shannon, Mr. Stan Johnson, Dr. Heaton.

APPROVAL OF MINUTES Mr. Gregory moved; Mr. Cornelius seconded, approval of minutes of the regular and executive sessions, July 10, 1979. The question was called and the motion passed unanimously.

CORRESPONDENCE Dr. Hakanson read letters from the National Council on Community Services and Continuing Education noting Bob Ellis' election as Region X representative of the Executive Committee of NCCSCE; from the Oregon Department of Education commending the college's cooperation with the Apprentice Related Training Advisory Committee; from the Clackamas County Community Action Agency commending Steve Johnson for his help in producing a videotape about the school breakfast program in the County; from RSVP Advisory Council for Dr. Weiss' leadership of the past six years; from Oregon Association of Student Financial Aid Administrators congratulating Dick Thompson on his election to the office of Vice President of OASFAA; and from Roger Bassett, Executive Secretary, OCCA, commending the college on its Long Range Institutional Planning Report.

OUTSIDE AGENCY REPORTS None

CITIZEN BUSINESS None

CONTINUING BUSINESS

Capital Outlay Projects Mr. Gregory moved; Ms. Nickel seconded, approval of a resolution to authorize the development of specifications and seeking of bids for (a) computerization of the mechanical plant, and (b) livestock facilities and methane digester; and the further resolution that the Board authorize the landscape architect to study and submit alternate approaches to improvement of the mall, such alternates to be studied by college staff with subsequent recommendations to the Board for the development of specifications and seeking of bids. The question was called and the motion passed unanimously.

ACTION ITEMS

Administrative Staff Review Bid

Dr. Hakanson explained that four firms submitted proposals for conducting reviews of administrative position duties and responsibilities. Three firms were subsequently interviewed, and unanimous and strong agreement was reached to recommend approval of the proposal submitted by Tadlock Associates, Inc. Dr. Hakanson noted that, although the Tadlock proposal was not the least costly, contracting for professional consultant services does not require following the general rule that low bid shall receive the award. There was some discussion of this point.

Ms. Nickel moved; Mr. Gregory seconded, that the Board approve the proposal to conduct a review of college administrative position duties and responsibilities submitted by Tadlock Associates, Inc., for a total cost of $9,925.00, subject to approval of the bid by the college attorney. The question was called and the motion passed unanimously.

Welding Gases & Electrodes Bid

Ms. Nickel moved; Mr. Gregory seconded, approval of resolution awarding the bid for gases and electrodes to Landeen Welding for $14,463.70, and for the remaining miscellaneous categories to Quimby Welding Supplies for $4,125.07. The question was called and the motion passed unanimously.

Self-Propelled Reel-Type Mower Bid

Mr. Gregory moved; Ms. Nickel seconded, approval of resolution awarding the bid for one self-propelled reel-type mower to Oregon TORO Distributors for $6,500.00. The question was called and the motion passed unanimously.

Vehicles for College Motor Pool - Bid

Ms. Nickel moved; Mrs. Jones seconded, awarding the bid for two 12-passenger vancs, including accessories, at $16,115.66; two mid-size, 4-door sedans, including accessories, at $11,678.50; and one half-ton pickup truck, at $4,536.56, to Weiler Chevrolet, for a total of $32,330.72. The question was called and the motion passed unanimously.

Food Services Supply Bid

Mr. Gregory moved; Mr. Cornelius seconded, awarding the bid for 31 items to Fresh Foods for $7,711.37; for 23 items to Washington Wholesale Distributors for $8,123.97; and for one item to MJB for $6,456.00, to be delivered each week or at other requested times throughout the year, and to be delivered at the bid price, unless seller exercises the 30-day cancellation clause. The question was called and the motion passed unanimously.

Recommendation to Hire Research/Staff Development Assistant

Ms. Nickel moved; Mr. Gregory seconded, approval of the recommendation to hire Dr. Kent Heaton as Research/Staff Development Assistant to the Administrative Dean of Instructional Services, to be placed on the administrative salary schedule at Level A, Step 7, at $25,884 for twelve months, plus 5% for an earned doctorate, prorated from August 9, 1979 to June 30, 1980. The question was called and the motion passed unanimously.

ACTION ITEMS (Continued)

Recommendation to Hire Bus. Ed/Coach

Mr. Painter reported that there was no recommendation to hire at this time, due to a lack of candidates.

Award of Plaque to George Nickels

Ms. Nickel moved; Mrs. Jones seconded, that the Board award a plaque of appreciation to George Nickles, treasurer of the college Foundation for his long time support of the college. The question was called and the motion passed unanimously. (Copy of Award Certificate attached to permanent minutes.)

Mr. Nickles is now a patient at the Golden Age Care Center in Oregon City. Mr. Wright, Mr. Gregory, Mrs. Jones and Dr. Hakanson will present the plaque to Mr. Nickles personally.

Recommendation to Hire Reading Instructor

Mrs. Jones moved; Ms. Nickel seconded, approval of recommendation to hire Cynthia R. Pucci as reading instructor on a 9 month basis beginning fall term 1979 at a salary of $15,348, which is Level 1, Step 3 on the current contract schedule. The question was called and the motion passed unanimously.

BOARD ITEMS

Wright

Mr. Wright appointed Mr. Gregory the OCCA representative; Mr. Cornelius and Mr. Wright as Foundation representatives; Mrs. Jones to represent the Board on the Occupational and Career Advisory Council; Ms. Nickel, Mr. Cornelius and Mr. Gregory as members of the Board/Association Committee, and Mr. Rook as the voting delegate to ACCT.

EX-OFFICIO ITEMS None

DISCUSSION ITEMS

Names of Roads & Bldgs.

Chuck Scott explained the procedure and criteria used to select names for new buildings or roads on campus. There has been confusion in names of some campus roads because they were the same as some Oregon City streets. Names recommended were Kildeer Road for the road from South Douglas Loop toward the rear of Randall Hall, Linus Pauling Center for the new science facility, and the Lewelling Building for the pole barn. Linus Pauling is an Oregonian, and a Nobel prize winner in chemistry.

REPORTS

Parking Lot Construction

Don Fisher spoke to a map showing the parking lot now under construction, explaining the locations of the various segments of landscaping, asphalt and concrete. It is planned that the lot will be finished to the point of being usable by the end of September, except for landscaping.

OC BY-PASS Hearing

Mr. Ryan reported on the State Transportation Office hearing he, Mr. Fisher and Andy Rice attended. Mr. Ryan said it appeared that the Dept. of Transportation had selected the easterly location of the by-pass as it goes by the campus. Both Mr. Rice and Mr. Ryan spoke against that location, citing the disadvantages to the college, and submitting

REPORTS (Continued)

copies of Board Minutes showing the Board's support for the most westerly location. Mr. Ryan stated that on July 30 he wrote a letter to Mr. Don Adams of the State Transportation Department, setting forth the college's position more strongly, and referring to the attitudes of other property owners concerned. Another meeting was held with State people, and Mr. Ryan said he was shocked to learn that no decision had been reached whether or not to erect a sound barrier near the Child Care Lab. He was also informed that a letter from the Followers of Christ Church saying they did not want to lose any property. Mr. Ryan had been under the impression that the church was supportive of the college position. He inquired if a letter of intent from the church would suffice to bring about the westerly location of the by-pass, but did not get a satisfactory answer. Mr. Ryan ascertained that the easterly route of the by-pass was exactly on the college property line.

On August 8, Mr. Adams called Mr. Ryan, and informed him that the Department would agree to modify the by-pass near the soccer field, while still using the easterly location. Traffic noise passing the Child Care Lab without a sound barrier would be increased, according to the Transportation Department impact statement, from "somewhat" to "double" the present rate. Mr. Ryan asked the Board if they wished to go on record reaffirming their present position in favor of the westerly route. Board members considered the motion presented by Mr. Ryan and indicated their approval, but did not think the language strong enough. Subsequent discussion resulted in a consensus to leave the wording as presented.

Ms. Nickel asked if there would be value in informing the State that the Board represents the entire county, and could bring considerable public pressure to bear. Mr. Ryan said he had mentioned this fact.

Mr. Rook noted that there is legal precedent for questioning not only the value of the property being appropriated, but to oppose the taking of the property at all, because such appropriation is not necessarily in the public interest. Mr. Rook suggested Mr. Ryan consult with the college attorney on this point. Mr. Ryan agreed that he would.

Mr. Rook moved; Ms. Nickel seconded, approval of the resolution that the Board of Education of Clackamas Community College respectfully request the Oregon State Department of Transportation reconsider its position and support Segment 3 of the Oregon City By-Pass. The question was called and the motion passed unanimously.

Timberlake Lake Job Corps

John Hooley distributed and spoke to a cooperative agreement between the college and the Timber Lake Job Corps Civilian Conservation Center to operate the GED program at the Center. The Agreement wil be an action item at the September Board meeting. Under terms of the Agreement, the college would furnish three teachers, an assistant eacher, a secretary, and funds for substitute teachers during the summer.

High School Drop-Out Program

Dr. Hakanson reminded Board members of the letter he had written to high schools in the college district concerning the problem of high drop-outs. Reactions to the letter were mixed. He received neutral or favorable responses from Estacada, Canby, Colton and the ESD. Negative reactions appeared in the newspaper from Oregon City and North Clackamas. The college intends to pursue the matter with those districts who are

REPORTS (Continued)

agreed that a joint effort will be effective. Dr. Hakanson said he feels that when a high school has severed its relationship with a student, then the college has an obligation to try to offer that student some educational help.

Mr. Hooley said we have about 50 GED students on campus per term, and the success ratio for the 16-17 year olds is 9%. In an effort to improve that figure, and in response to a suggestion by Don Porter, ASG President, a class similar to the one offered in the Guided Studies program taught by a psychology teacher will be included in the GED program to try to instill a greater sense of responsibility in these students. GED classes are also offered for credit as basic education, and not just for preparation for the tests. These classes could be offered at night for high school students to pick up needed credits for their high school graduation, or for those students who are unable to attend classes during the day.

A pilot program will begin in the Estacada district wherein continuation classes will be taught at night by Estacada teachers and a counselor. It also may include classes for those adults attending day classes. Classes can also serve as GED preparation. If this program is successful, it will be offered in other south county districts. The program can also be a way of supplementing high school budgets. The college will pay their teachers to instruct the classes, while collecting FTE to partially offset this cost.

Scattered GED classes are planned to be consolidated, enabling the college to offer more classes, and making it possible for students to take classes for either GED or adult diplomas. Mr. Hooley said statistics will be kept to see if the success rate among high school drop-outs is improved.

ASG Sandwich Bar

Jim Roberts reported that the Fire Marshall said the four tables in the Randall Lobby could be used for seating if the concession stand is opened for an alternate food service, plus stand-up bars can be constructed in the northwest hall. Alf Lair has prepared a rough draft of bid specifications if the Board approves the concept of another food service featuring soups, salads and beverages only.

After considerable discussion, Mr. Ryan pointed out that if the Randall concession were successful, it would necessitate the Board subsidizing the Community Center Food Service. Mr. Ryan also said that the alternative food service prices would be higher than the college food service. ASG will also lose revenue from Servomation.

Mr. Rook suggested that the concept be discussed further with the ASG, and it should be indicated that the Board is not in favor of subsidizing the college Food Service in order to bring in a competitive service for the benefit of the ASG.

EXECUTIVE SESSION

Mr. Wright declared the Board was moving into Executive session in accordance with ORS 192.660 to discuss collective bargaining at 9:40 p.m.

Reconvening

Mr. Wright reconvened the regular session at 10:17 p.m.

Ms. Nickel moved; Mrs. Jones seconded, that the Confidential employees' compensation be adjusted as follows: Employer will commence to pick up the employees' PERS contribution effective August 1, 1979, full family health and accident insurance, reimbursement to the employee in the form of salary for their July contribution to PERS, maintenance of other fringe benefits, all of which is a 6.8% increase. The question was called and the motion passed unanimously.

Ms. Nickel moved; Mr. Gregory seconded, that for the Supervisory staff the employer will commence to pick up the employees' PERS contribution effective August 1, 1979, and maintenance of all other fringe benefits, which is an increase of 5.5%, with salary discussion to be continued. The question was called and the motion passed unanimously.

Ms. Nickel moved; Mr. Cornelius seconded, that the President be included in the administrative salary settlement which was reached at the July 10, 1979 meeting. The question was called and the motion passed unanimously.

ADJOURNMENT

There being no further business to come before the Board, Mr. Wright adjourned the meeting at 10:23 p.m.

Gloria Tomlin, Recording Secretary

Larry Wright, Chairman

John W. Hakanson, Clerk

/gt-8-9-79

Clackamas Community College
19600 South Molalla Avenue/Oregon City, Oregon/97045/656-2631

July 30, 1979

Mr. Don Adams
Project Development Manager
Department of Transportation
5821 N.E. Glison
Portland, OR 97213

Dear Mr. Adams:

After the hearing held on July 25 on the Oregon City By-Pass I wish to submit additional information to support the college's position of favoring Segment 3 as it pertains to college property. As previously stated the college's position is and always has been to seek the most westerly route possible.

Since the Board of Education feels so strongly about Segment 3, I was instructed by the Board to negotiate with the four affected property owners about the possibliity of the college giving them preferential treatment for their purchase of college property that would be contigious with Molalla Avenue after construction of the By-Pass. This action was initiated by the Board of Education after some of the property owners appeared before the Board stating their opposition to the westerly boundry. Naturally, the offer was contigent upon their acceptance of the westerly boundry.

Subsequently, the college had all of the affected property appraised. Mr. Donald Fisher and myself then had several meetings with the property owners. The Followers of Christ Church showed a genuine interest, Mr. Roberts appeared to have no opinion one way or the other, Mr. Hellberg (now deceased) seemed to worry only about keeping a shed on his property, and Mr. Wanke's feeling went from adamant to reluctant disagreement. Prices could not be considered since no one knew how much property would be lost, the exact placement of the By-Pass or how much remuneration each would receive from the State. The negotiations were more exploratory and philosophical than definate. Overall, I felt a better understanding by the property owners was accomplished. Enclosed is a copy of the map which shows the property appraised and ownerships. When you are finished with this document I would appreciate it being returned to me.

From the above and enclosed information I believe you will agree that the College has made every possible attempt to satisfy the affected property owners in an equitable manner. Added to this are the remarks made by myself and the college's landscape architect at the meeting of July 25. I strongly feel that after you and others have further considered the college's position you will agree with the college on Segment 3 and will also agree that the college has presented a viable solution to all.

If it would be appropriate for me to meet with your staff for further discussion please do not hesitate to call.

Very truly yours,

Bill Ryan
Administrative Dean
College Services & Planning

BR/rg

Enclosure

FOLLOWERS OF CHRIST CHURCH
OFFICE
1023 Bullard st., Oregon City, Oregon 97045
Telephone • 656-3903 • 656-6691

ENVIRONMENTAL SECTION
August 8, 1979

cc: E. S. Hunter
D. H. Moehring
J. H. Versteeg
F. E. Terpin
Walter Hart
R. N. Bothman
Ed Hardt
Maury Payne
Jef Kaiser
Cliff Christianson
Glen Green

August 1, 1979

Robert N. Bossman, Administrator
Metropolitan Branch
Oregon Department of Transportation
5821 N.E. Glisan
Portland, Oregon 97213

NOTED
E. S. HUNTER

Dear Mr. Bossman:

As you know, our church owns property on which the church is located at 19394 South Molalla Avenue, a portion of which is located within the proposed Segment 3 described in the draft environmental impact statement for the Oregon City bypass. Our church has over 1,200 members, and at our last meeting we voted unanimously to request that you adopt the modified route for Segment 3 as described on page 72 of the draft environmental impact statement, thus moving the right of way as far east as possible.

In addition we request that noise impact on the church be reduced by the use of sound barriers located between the church property and the bypass and contructed as a part of the bypass project.

Finally, we would like to remind you that the church presently fills its existing parking lot during church services and that we therefore cannot afford to lose any of our parking.

Thank you for your consideration.

Very truly yours,

FOLLOWERS OF CHRIST CHURCH

By R. H. Kith
President

By Glenford Lee
Secretary

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TECHNICAL SERVICES
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FOR

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FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

Salem, Oregon

July 16, 1979

FROM: Frank E. Terpin
Location Engineer

TO: Max J. Klotz
Metro Technical Services Engineer

SUBJECT: Park Place-Clackamas Community Colle
Cascade Highway
Clackamas County

Your Geologist's reports indicate preparations for soils explorations for the subject project. His preliminary Soils and Geology Reconnaissance Report, dated February 13, 1978, suggests that instability may be found in some proposed cut slopes and fill foundations.

Such features in a grading project of this magnitude probably constitute "difficult features" which are mentioned in the Soils and Geology policy statement (copy attached) as worthy of a "plan for investigation" of them to be included in the preliminary report to the Head of Engineering. Such a plan was not included, at least with the Soils Engineer's copy.

The Soils Engineer, Fred Yarbrough, will be available to assist in making the plan if you desire. It is expected that the scope of the initial plan for investigation will be just sufficient to disclose the presence or absence of slide threats. If such are found to be present, then additional explorations may be added.

FWY:af

cc: J. H. Versteeg
F. W. Yarbrough

1 Versteeg /
Anderson
Christensen
2 Olson [illegible]
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
JUL 18 1979
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring to ___/___/___
Action

FORM [illegible]

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

July 26, 1977

ES Hunter

FROM: E. S. Hunter
Technical Services Engineer

TO: ALL ENGINEERING SUPERVISORS

SUBJECT: Soils and Geology
Investigation and Reports

Attached is a policy statement covering soils and geology investigation and reports.

The purpose of this statement is twofold. First, it will document appropriate guidelines and references in the area of soils and geology engineering and secondly, it will reiterate our policy of providing a soils and geology report for each field survey project.

The AASHTO Standard Specifications for Transportation Materials and Methods of Sampling & Testing is available from the storeroom.

If you have any questions on this subject, please contact Frank Terpin, Location Unit Supervisor.

Attachment

WHW:mc

cc FHWA

SOILS AND GEOLOGICAL ENGINEERING

Soils and geological investigations shall be conducted concurrently with the field location and a final report submitted with the field location data. A separate copy of the Soils and Geology Report shall be sent to the Soils Engineer at that time.

The Region Engineer is responsible for having soil and geological investigation conducted on projects requiring the use of natural earth materials. Most projects will require investigation and analysis relating to subgrade eveluation, stability of cut and fill slopes and embankment foundations, borrow and aggregate sources and suitability of waste areas.

The Resident Engineer shall notify the Region Geologist when the progress of the survey work has reached the point at which the soils investigation should be made.

A Preliminary Soils and Geology Report describing the characteristics of any unusual earthwork, borrow or aggregate material sources and waste areas should be sent to the Head of Engineering as soon as identified. A plan for investigation of unusual or difficult features should be included. This will invite immediate attention by specialists in the Engineering Section to assist with investigation in a timely manner.

The AASHTO Standard Specifications for Transportation Materials and Methods of Sampling & Testing, Method T86-74, describes the requirements for scope and procedures for the investigation and report and is hereby adopted as standard for OSHD. The AASHTO Manual on Foundation

Investigations, Bureau of Reclamation Earth Manual, as well as other standard manuals and texts, will provide supplemental guidance.

The Head of Engineering is responsible for interpreting, supplementing or modifying the guide standards referred to above and for evaluating and approving investigations, reports, designs and recommendations, consulting with the Construction Engineer when appropriate.

7/26/77

B

103-1964

STATE OF OREGON **INTEROFFICE MEMO**

ODOT - METRO
DEPT.

238-7443
TELEPHONE

TO: The File

DATE: July 12, 1979

FROM: Leon G. Brock
Leon Brock
Project Coordinator

SUBJECT: Citizens Advisory Committee
Oregon City Bypass
July 9, 1979

cc Yenter
Cotter
7-16-79

RECEIVED TECHNICAL SERVICES JUL 16 '79 REFER TO

Meeting was held at Clackamas County Department of Environmental Services conference room. Present were: Five CAC members, Three interested citizens, Winston Kurth, Bill Parrish, Jim McClure, Tom Loeber and me.

Questions raised included the following:

1. What will be built, a full four-lane bypass, or the scaled down version mentioned in the DEIS?
2. One property owner expressed a desire to have the state buy only a minimum of property and build with a temporary construction easement. Mr. McClure and Mr. Kurth agreed to try and minimize the takings for county roads.
3. The question of access for the Cronberg property was again raised - none is shown on the plans.
4. Clackamas Community College wants the additional impact to the college, of the modified design, taken under consideration.
5. Will the geologic hazards be thoroughly investigated prior to construction?
6. What are the current project costs?
7. Figure 8-6 in the DEIS is out-of-date, should use current adopted land use plan for Oregon City.

Committee decided to have Bob Powell testify to CAC position at hearing. Clackamas Community College will present testimony as to their position. Property owners adjacent to college should also testify to their desires. The Holly Lane group will present testimony to document their desires for mitigation.

LB:PE

cc: D. Adams, J. McClure, M. Klotz, T. Loeber, A. Judson, TAC, CAC

1983 Park Place-Newell Cr. Sec. 9592
on the Cascade Hwy. South.
(Structures) #2

7572 — 6-1-7 —

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Region 10

FHWA-OR-EIS-79-08-D

IN REPLY REFER TO

PARK PLACE-CLACKAMAS COMMUNITY COLLEGE
(Oregon City Bypass)
Cascade South Highway 160-ORE 213
Clackamas County, Oregon

DRAFT
ENVIRONMENTAL IMPACT STATEMENT

U.S. DEPARTMENT OF TRANSPORTATION

Federal Highway Administration
and
Oregon State Department of Transportation

Submitted pursuant to 42 U.S.C. 4332(2) (c), and
23 U.S.C. 128(a) and 49 U.S.C. 1653(f)

5-25-79
Date

E J Hunter
Assistant State Highway Engineer

6-1-79
Date

E J Valach
Federal Highway Administration Official

ERRATA

Not listed in the List of Figures, but included in the report after page 56 is Figure 8-1: Existing Land Use.

Listed in the List of Figures after page 56, but not included in the report is Figure 8-2: Existing Zoning. This figure will be submitted later.

TABLE OF CONTENTS

Section Title ... Page

Summary ... vii

Foreward ... xiv

Project Background ... 1

  Location and Purpose of Project ... 1

    Location ... 1
    Purpose ... 2

  Existing Roadway ... 2

    Design ... 2
    Parking ... 2
    Traffic ... 3
    Accidents ... 3

  Need for the Proposed Bypass ... 3

  General Project Description ... 3

  Roadway and Project History ... 4

  Project Coordination and Public Involvement ... 5

Alternatives ... 6

  No-Build Alternative ... 6

  Build Alternative ... 6

    Segment 1 (Park Place Interchange to Redland Road) ... 6
    Segment 1 Modified ... 7
    Segment 2 (Redland Road to a point 1,300 feet north of Beaver Creek Road) ... 7

      Corridor A ... 7
      Corridor A Modified ... 7
      Corridor B ... 7
      Corridor B Modified ... 8

Table of Contents, continued

Section Title | Page

Segment 3 (Point 1,300 feet north of Beaver Creek Road to Molalla Avenue) 8
Segment 3 Modified 8

Rejected Alternatives 8

Existing Environmental Character, Impacts and Mitigation 11

Traffic 11

Existing Setting 11
Environmental Impacts 13

Energy 17

Geology 18

Existing Setting 18
Environmental Impacts 20
Mitigative Measures 21
Impacts and Mitigation Measures, Build Modified Options 23

Water Resources and Aquatic Biology 24

Existing Setting 24
Environmental Impacts 26
Mitigative Measures 32

Wetlands 33

Introduction 33
Existing Setting 34
Environmental Impacts 37
Mitigative Measures 39

Biology 39

Existing Setting 39
Environmental Impacts, Corridor A and Corridor B Routes 40
Environmental Impacts, Corridor A Modified and Corridor B Modified Routes 41

Table of Contents, continued

Section Title Page

Mitigative Measures 42

Climate and Air Quality 42

Existing Setting 42
Environmental Impacts 45

Sound Environment 48

Existing Setting 48
Environmental Impacts 48
Mitigative Measures 52

Land Use and Comprehensive Planning 53

Existing Setting 53
Environmental Impacts 59

Sociology 63

Existing Setting 63
Environmental Impacts 68
Mitigative Measures 77

Economics 78

Existing Setting 78
Environmental Impacts 81
Mitigative Measures 86

Cultural Resources 90

Existing Setting 90
Environmental Impacts 92
Mitigative Measures and Coordination 93

Aesthetics 94

Existing Setting 94
Environmental Impacts 95
Mitigative Measures 96

Table of Contents, continued

Section Title **Page**

- Conformance with Goals and Plans 97
  - Statewide Planning Goals 97
  - Local Plans and Policies 103
  - Oregon's State Clean Air Act Implementation Plan 104

Comparative Summary of Environmental Impacts 105

Unavoidable Adverse Environmental Impacts 106

Short-Term Use and Long-Term Environmental Productivity 109

Irreversible and Irretrievable Resource Commitments 111

LIST OF FIGURES

Number	Title	Following Page
1	General Area	1
2	Project Location	1
3	Typical Sections	3
4	Project Alternatives	6
5	Rejected Alternatives	8
6	Average Weekday Traffic Volumes	11
3-1	Geologic Hazards and Station Numbers	19
4-1	Surface Water Features	24
12-1	Wetlands	34
7-1	Noise Monitoring Sites	48
7-2	Road Section Key and Traffic Noise Level Changes	48
7-3	Possible Sound Barrier Locations	52
8-2	Existing Zoning	56
8-3	Soils	57
8-4	Regional Land Use and Interim Immediate Growth Boundary.	57
8-6	Oregon City Comprehensive Land Use Plan	58
9-1	Neighborhoods	66
9-2	Institutions, Facilities and Services	66
9-3	Ogden Junior High School Impact	71
10-1	Historic Site Location	90

LIST OF TABLES

Number	Title	Page
1-1	Traffic Volume Comparison	12
1-2	Accident Rate Information	13
1-3	Road Sections with Reduced Traffic Because of Diversions to the Bypass	14
1-4	Average Weekday Traffic on the Oregon City Bypass	15
1-5	Road Sections with Increased Traffic Volumes from Operation of Bypass	16
2-1	Summary of Annual Road User Energy Consumption	17
2-2	Summary of Construction Energy Consumption	18
3-1	Estimated Aggregate and Asphaltic Concrete Quantities	20
3-2	Estimated Clearing and Seeding	21

List of Tables, continued

Number	Title	Page
3-3	Summary, Geologic Hazards and Mitigations	22a
4-1	Comparison of Corridors, Water Resources	31
12-1	Wetlands Summary	36
5-1	Wildlife Habitat Impacts	41a
5-2	Impact Summary and Relative Sensitivity of Alternatives, Wildlife Resources	43
6-1	Federal and State Air Quality Standards	44a
7-1	Predicted Noise Level Changes	49
7-2	Traffic Noise Impacts Along Existing Roads and Proposed Bypass Route	51
7-3	Traffic Noise Impacts Along Proposed Bypass Route	51
8-1	Right-of-Way, Displaced Uses	60
9-1	Recent Population Change	64
9-2	Planning Population Forecasts to Year 2000	65
9-3	Summary of Right-of-Way Requirements	70
9-4	Summary Matrix of the Impacts on the Social Environment ...	75
11-1	Total Employment by Standard Industrial Classification	79
11-2	Right-of-Way Requirements, Displacements and Costs	83
11-3	Tax Loss	85
11-4	Summary of Economic Impacts	87

Technical Reports (available upon request)

Number	Report Title
1	Traffic
2	Energy
3	Geology
4	Water Quality
5	Biology
6	Air Quality
7	Noise
8	Land Use and Planning and Aesthetics
9	Sociology
10	Cultural Resources
11	Economics
12	Wetlands

SUMMARY

of

DRAFT ENVIRONMENTAL IMPACT STATEMENT

for

Park Place-Clackamas Community College

Cascade South Highway 160--ORE 213

Clackamas County, Oregon

1. Federal Highway Administration

   Administrative Action Environmental Statement

   (X) Draft ( ) Final

   ( ) Section 4(f) Statement attached

2. The following individuals may be contacted for further information concerning the project proposal and the contents of this environmental statement:

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Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
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Environmental Section
Oregon Department of Transportation
Salem, OR 97310
Phone: (503) 378-8486

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Oregon Department of Transportation
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Phone: (503) 378-6563

3. Project Background

The purpose of the proposed project is to construct a non-freeway primary arterial bypass around downtown Oregon City from the Park Place

Interchange at I-205 to Clackamas Community College. The Oregon City community desires to remove through traffic and slow traffic flow from downtown streets. The need for the bypass is based upon the fact that existing Highway 213 through the city is overcapacity at the present. Because growth in the urban area will continue, resulting traffic increases will further increase traffic hazards and decrease highway efficiency.

The bypass would be constructed with four lanes to Redland Road and two lanes to Clackamas Community College. Grading done during the initial stage of construction would enable the portion from Redland to the college to be constructed to four lanes when funding becomes available. Access to the bypass would be provided at Clackamas River Road/Washington Street; Redland Road; Beaver Creek Road and Clackamas Community College/Molalla Avenue. Signals would be provided at these intersections. Modifications to existing roads near the bypass would also be constructed, including the Washington Street/Clackamas River Road intersection, Beaver Creek Road/Thayer Road/Maple Lane and the Clackamas Community College/Molalla (existing Highway 213) intersection.

4. Alternatives Considered:

No-Build

Build: Several alternatives and modifications with somewhat different impacts are discussed by segment:

1) Park Place Interchange to Redland Road.

2) Redland Road to a point 1300 feet north of Beaver Creek Road; two general alternatives analyzed.

    A): Paralleling Holly Lane on the ridge.
    B): Paralleling Newell Creek within the canyon.

3) Point 1300 feet north of Beaver Creek Road to Molalla Avenue.

Rejected Alternatives: Several alternative corridors that were analyzed but were found to be less favorable are described in the Alternatives chapter.

5. Environmental Impacts:

Traffic:

No-Build: Further traffic congestion, slower speeds, and traffic accident increase.

Build: Diversion of traffic from existing roads, although the existing road network would remain congested, due to area growth.

Energy:

No-Build: Highest energy use (516-528 billion BTU's per year) for road user consumption; lowest for construction.

Build: Depending upon the selected route, annual road user energy consumption would be between 407-451 billion BTU's. Construction energy use would be about 131 to 132 billion BTU's.

Geology:

No-Build: None.

Build: Materials used in construction would be irreversibly committed. Potential geologic problems include high fills and landfill subsidence; compressible material in floodplains; wet gullies; unstable surface and slopes; large landslides; old garbage dump subsidence; small slides and possible downslope dips of rock strata. The alternatives within the canyon have more severe potential geologic problems.

Water Resources and Aquatic Biology:

No-Build: None.

Build: Depending upon the alternative selected, there would be the following impacts: minimal floodplain encroachment; slight increases in runoff and decreases in percolation into groundwater; minor long-term pollution in creeks; erosion and sedimentation, channel changes and loss of aquatic and streamside vegetation; lowered stream productivity and therefore adverse fishery impacts; increased turbidity; lowered oxygen levels; between 74-80 acres of clearing (between 23 and 26 acres of pavement); filling of a small pond.

Wetlands:

No-Build: Two wetlands near the Rossman Sanitary Landfill would be destroyed by private landfill operations.

Build: Depending on the selected alternative, between 3 and 3.3 acres of wetland would be eliminated.

Biology:

No-Build: None.

Build: Depending on the selected alternative, between 85 and 105 acres of wildlife habitat would be lost. Other impacts would include: loss of biological productivity, and increased vehicle/animal collision problems. The routes paralleling Newell Creek canyon have more severe wildlife impacts than those on the ridge, but no endangered species would be affected by any alternative.

Climate and Air Quality:

No-Build: Carbon monoxide (beginning in 1985), nitrogen oxide, sulfur dioxide and photochemical oxidants (beginning in 1987) levels would be lower than the maximum allowed. Total suspended particulate levels may occasionally be over the standard; lead levels may exceed the standard only on days with poor dispersion.

Build: Carbon monoxide levels (beginning immediately after construction), nitrogen oxide, total suspended particulates, lead, sulfur dioxide and photochemical oxidants (beginning in 1987) levels would be lower than the maximum allowed. Additionally, there would be construction impacts, which may include particulate level violations.

Sound Environment:

No-Build: Traffic noise would increase perceptibly along Maple Lane, Holly Lane, Redland Road and I-205. 116 (1977) or 118 (1997) residences, 11 apartments, 1 school, 2 churches, 2 funeral homes, 2 parks, 7 businesses, and 1 city hall would be affected by noise levels at or over design noise levels.

Build: Traffic noise along all major existing road sections in the area would decrease or remain the same, given 1977 traffic, except for the area adjacent to the proposed bypass routes. The only perceptible increases in noise over the No-Build, given 1997 traffic, would be along the existing route between Clackamas River Road and I-205, Beaver Creek Road east of Maple Lane and along the bypass itself. Some residences in the vicinity of the bypass would experience moderate sound level increases. Additionally, there would be noise impacts during construction. Any Build alternative would reduce traffic noise initially on the existing route, but noise levels would be above design noise levels and gradually increase. Depending on the alternative selected about 80-86 (1977) or 114-120 (1997) residences; 10 (1977) or 11 (1997) apartments; 2-3 schools; 2-3 churches; 2 funeral homes; 1 park and the city hall would be affected by noise levels at or over design noise levels.

Land Use and Comprehensive Planning:

No-Build: No direct land use conversion, but current land use trends would continue. Development pressure would be lower than with the Build alternative.

Build: Direct conversion of land used for other purposes to highway use. There would be additional development pressure south and east of the city in general and specifically near proposed intersections.

Sociology:

No-Build: Increasing traffic related impacts to facilities and services, decreased pedestrian safety; traffic impacts on alternative routes through neighborhoods; may cause school attendance areas to change; decreased accessibility, including emergency traffic, which may force duplication of emergency services; transit service may benefit because of traffic congestion; may slow rate of growth in the long-term.

Build: In general, there would be improved accessibility throughout the area. Depending on the alternative selected, up to 26 housing units and their occupants would be displaced; part of the Ogden Junior High School athletic field would be taken; property from up to three churches would be acquired; about 7 acres from Clackamas Community College would be purchased; Ogden Junior High would be psychologically separated from the Holly Lane neighborhood and the liveability of the semi-rural neighborhood could be harmed by the ridge routes or the natural area would be committed to highway use by the canyon routes.

Economics:

No-Build: Future substitute transportation projects would be more expensive; road user costs would increase; businesses along the existing route could be adversely affected; would not be conformance with economic plans; would retard development potential.

Build: Relocation of some utility lines would be required; construction funds would "multiply" through the area by generating jobs and income; increased land values; shorter route; catalyst for economic development; facilitate downtown redevelopment; more intensive development near intersections. Depending upon the alternative selected, up to 126-164 acres of land and 2 businesses would be acquired.

Cultural Resources:

No-Build: Would adversely affect the function and restoration of historic districts and properties.

Build: No National Register or other historically significant sites would be affected. Depending upon the alternative selected, archeological sites could be affected.

Aesthetics:

No-Build: None.

Build: All alternatives would adversely affect aesthetic qualities.

6. Agencies and Organizations receiving copies of Draft Statement:

Federal Agencies

- Department of Energy
- Department of Agriculture - Soil Conservation Service
- Department of Housing and Urban Development
- Department of the Interior
- Federal Aviation Administration
- Corps of Engineers
- Environmental Protection Agency
- National Marine Fisheries Service (Portland)
- U.S. Coast Guard
- U.S. Department of Commerce (Washington, D.C.)

State Agencies

- Department of Agriculture
- Department of Economic Development
- Department of Energy
- Department of Environmental Quality
- Department of Fish and Wildlife
- Department of Forestry
- Department of Geology and Mineral Industries
- Department of Land Conservation and Development
- Department of Water Resources
- Division of State Lands
- Soil and Water Conservation Commission
- State Historic Preservation Office
- State Library
- State Parks Branch

Other

- Oregon Environmental Council
- Environmental Studies Center, University of Oregon

Clackamas Community College
Clackamas County Sheriff
Clackamas County Commissioners (3)
Clackamas County Department of Environmental Services (2)
Oregon City City Council (6)
Oregon City Public Works Department
Oregon City Planning Department
Clackamas Public Library
Oregon City Public Library
Clackamas County Fire District
Oregon City School District
Clairmont Water District
City of Gladstone
City of Portland
Northwest Natural Gas Company
Portland General Electric Company
Pacific Northwest Bell

7. This Draft Environmental Impact Statement was made available to the Environmental Protection Agency and the Public on JUN 22 1979.

Comments on this DEIS should be received no later than forty-five (45) days from the date above in order to insure their inclusion in the Final Environmental Impact Statement.

FOREWORD

This Draft Environmental Impact Statement (DEIS) describes the project, the need for the project, the existing social and natural environmental conditions in the project area, project alternatives and impacts of completing the project. Additionally, the DEIS discusses unavoidable adverse impacts, irreversible and irretrievable commitments of resources and the relationships between short-term uses and continued long-term environmental productivity associated with the project alternatives. The DEIS provides a complete yet brief comparison of project alternatives and identifies measures that could eliminate or reduce the detrimental social, economic and environmental effects. It is a self-contained summary of twelve technical environmental analyses.

The various technical reports include: traffic, energy, geology, water quality and hydrology, wetlands, biology, air quality, noise, land use and comprehensive planning, sociology, economics and historic and cultural resources. The individual technical reports provide sufficient detail on specific social and natural environmental topics for thorough analytical review of the project. Those persons desiring to review specific technical reports may obtain copies from:

Oregon Department of Transportation
Environmental Section
412 Transportation Building
Salem, OR 97310
(503) 378-8486

PROJECT BACKGROUND

LOCATION AND PURPOSE OF PROJECT

The proposed project is the construction of a bypass route around downtown Oregon City. The affected route is the Cascade Highway, OREGON 213, from the Park Place Interchange on I-205 south to Clackamas Community College. The social, economic, and natural environmental effects of the feasible alternatives and the No-Build alternative are described within this Environmental Impact Statement.

Location: Oregon City, a community of considerable historical significance, is located in the southeast portion of the rapidly growing Portland urban area. See Figures 1 and 2. Once separated from other cities in the region, the city and the surrounding area have been experiencing the effects of suburbanization typical of expanding metropolitan regions. Increases in population, incomes and mobility, together with improvement of public facilities such as highways and sewer systems, have encouraged this development in the Oregon City area. For example, access to Portland, with its employment opportunities and city amenities, has enabled increasing numbers to live in the vicinity of Oregon City and work and shop in Portland.

Development potential in the area is constrained on the west by the steep Willamette River bluffs, the Clackamas River on the north and by small valleys on the east. Therefore, development pressure is primarily to the south, where few physical limitations occur. Suburban development has also to a small degree jumped over the small valleys on the east to the upland ridges.

Few transportation lines have developed that can now accommodate the growing travel demands in the Oregon City area. The Pacific East Highway (ORE 99E) travels north-south through the area from Portland to Salem east of the Willamette. The Oswego Highway (ORE 43) begins in Oregon City and follows the west bank to Portland. The I-205 Freeway provides a high-speed connection from Oregon City to east Portland on the north and the west suburbs and I-5 on the west.

Finally, the Cascade Highway (ORE 213) provides access to east Portland to the north and Silverton to the south. The 4-1/2 mile Park Place-Clackamas Community College section of the existing Cascade Highway passes through the center of Oregon City on urban arterials, adding substantial through-traffic to the high volume of local vehicles on these streets. The through-traffic consists primarily of commuters travelling to/from developing areas and Clackamas Community College south of Oregon City for jobs, shopping and other urban amenities to the north. The result is significant congestion along the route and long commuting times.

FIGURE 1
GENERAL AREA

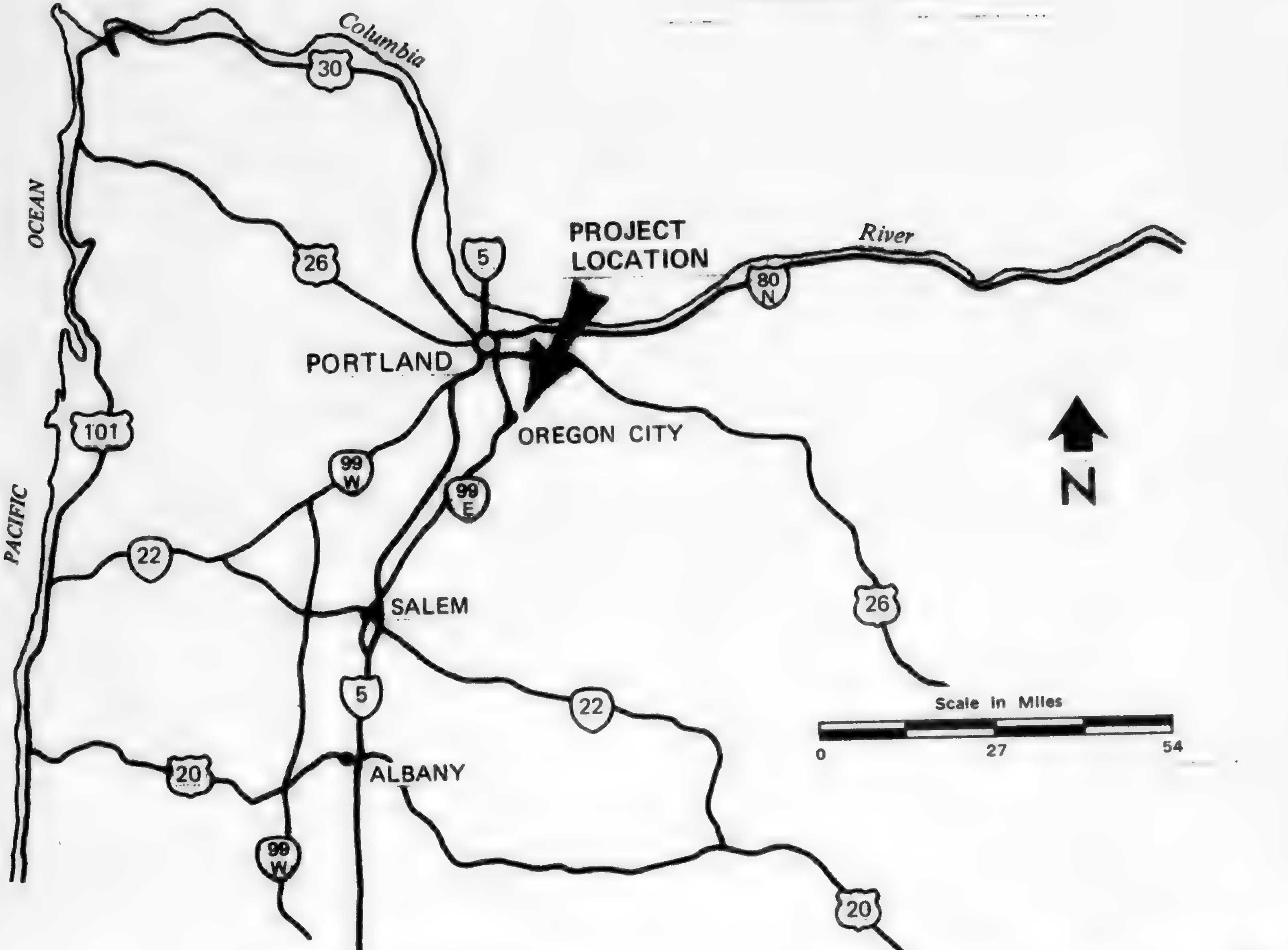
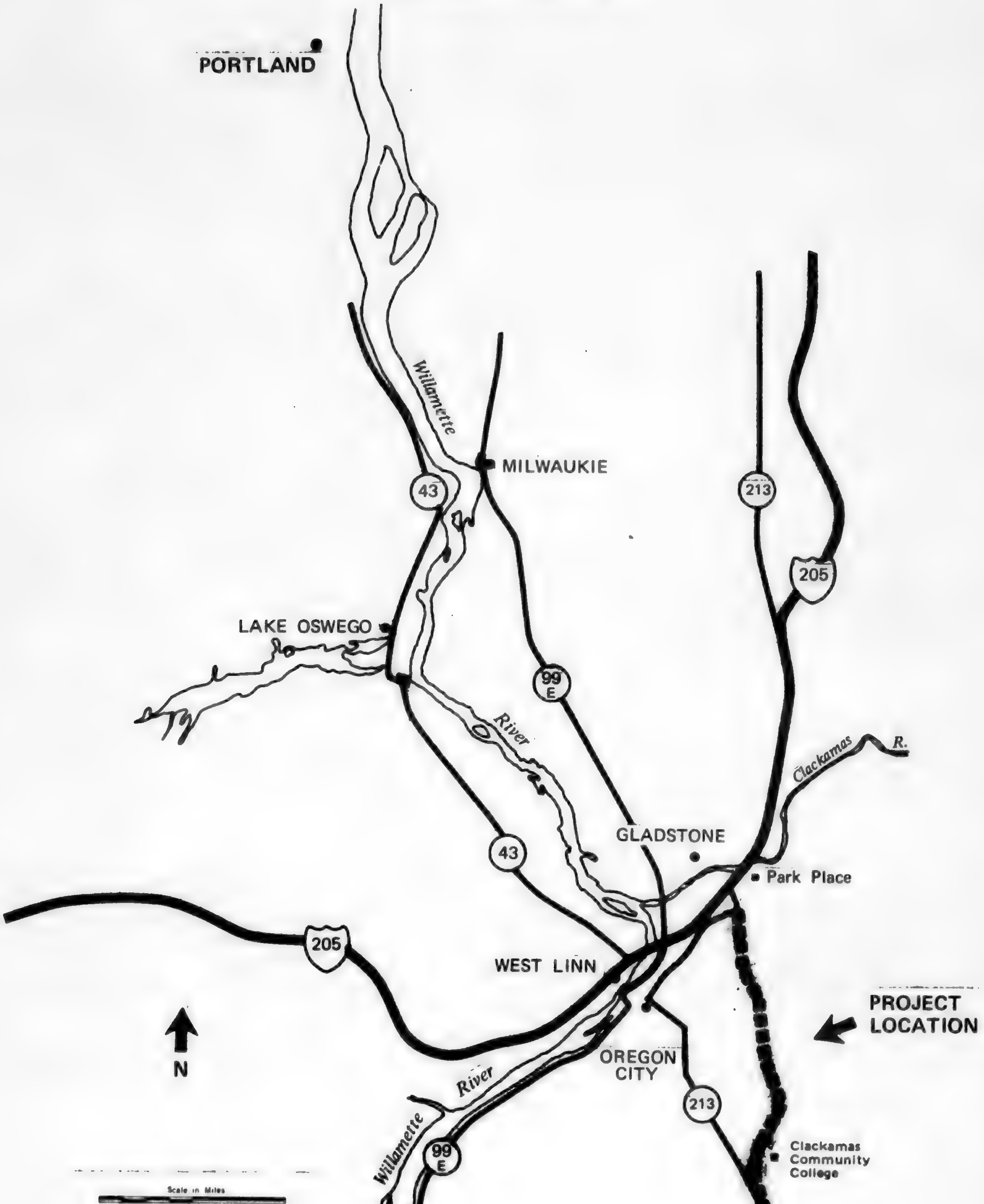

Columbia
River
30
OCEAN
PACIFIC
26
5
PROJECT LOCATION
80 N
PORTLAND
OREGON CITY
101
99 W
99 E
22
SALEM
26
5
22
Scale in Miles
0
27
54
20
ALBANY
99 W
20
N
PORTLAND
SALEM
EUGENE
OREGON

FIGURE 2
PROJECT LOCATION


PORTLAND
Willamette
MILWAUKIE
43
213
205
LAKE OSWEGO
99 E
River
Clackamas R.
GLADSTONE
43
Park Place
205
WEST LINN
PROJECT LOCATION
N
OREGON CITY
River
213
Willamette
99 E
Clackamas Community College
Scale in Miles
0 1/2 1 2

Purpose: It has been recognized for some years that some improvement to the route is necessary to relieve the traffic congestion and to provide a safer, more convenient commuter route in the corridor. Improvements to the existing highway sufficient to manage the traffic would be extremely disruptive to densely developed residential and commercial neighborhoods, some of which contain sites of historical significance. Additionally, numerous school crossings, a school, library, hospital and City Hall located along the existing route could be seriously affected by large scale highway improvement.

Therefore, a roadway bypassing the developed areas of the community has been proposed. Due to the terrain and social impact constraints, the only feasible corridors for a bypass which would serve traffic desires lie to the east of the city in open space or sparsely developed lands.

EXISTING ROADWAY

Design: Existing ORE 213 between the Park Place Interchange and Clackamas Community College is built to various standards. From the Park Place Interchange to Division Street, the highway (Washington Street and Seventh Street) is generally two-lane, varying in width from 26-44 feet. However, there is a short section of four-lane from 15th Street to 13th Street. From Division to Beaver Creek Road, the highway (Molalla Avenue) is a 44-48 foot wide, four-lane road. From that point to the south project terminus, the highway consists of two lanes on a 32-foot roadway.

Eight intersections with traffic signals are located in the 2-1/3 mile segment between Redland and Beaver Creek Roads. Additionally, an emergency fire signal is located near the Adams/Seventh Street intersection to enable emergency vehicles to enter the highway. Because access is not limited through most of the section and due to the urban nature of much of the road, numerous other street intersections and private accesses/driveways join the highway, creating additional safety hazards and potential for delays.

Curves in the section pose no major problems, although the highway makes one 90° corner from Washington to Seventh Street and two major and several minor curves. However, there are two steep grades: 1) between 14th and 9th streets, and 2) between John Adams and Mt. Hood streets. The initial hill averages 8%, although there is one segment with an 11% grade. The second hill has one segment in excess of 9-1/2%. (New highways are typically designed with maximum grades of 6% or less, although due to unusual terrain, exceptions to this can occur.)

Parking: Parking is restricted on one or both sides of the highway through much of the length of Washington Street; on one block of Seventh Street opposite City Hall and on Molalla Avenue.

Traffic: Volumes vary considerably on the existing highway through Oregon City. On the Cascade Highway (213), 1977 Average Daily Traffic (ADT) ranged from 10,700 vehicles south of the Clackamas Community College to 25,600 north of Beaver Creek Road. Volumes in the city ranged between 14,800 at 7th Street to 22,900 at Division. The "Traffic" subsection of the "Existing Environmental Character" chapter has further information.

Accidents: From 1972 to 1977, the accident rate for the section between the North Terminus and Seventh Street has been significantly higher than the Statewide average for similar highways (generally 2 to 3 times higher). For the Seventh Street to the South Terminus section, the average has generally been somewhat higher than the Statewide average. The "Traffic" subsection of the "Existing Environmental Character" chapter has further accident information.

NEED FOR THE PROPOSED BYPASS

The provision of a safe and efficient limited access bypass, consistent with other social goals, is the objective of the project. Much of the traffic travels to and from points north instead of destinations in Oregon City. The present highway through the City cannot adequately function as both a through route and a local access for the traffic volumes currently travelling the route. Capacity of the highway has already been exceeded. As development occurs south of the city, traffic volumes will inevitably increase, further decreasing safety and efficiency. Therefore, the capability of the existing road to serve both functions will be even further reduced unless a bypass is constructed.

GENERAL PROJECT DESCRIPTION

The bypass project is best described in three segments: 1) from the north terminus at the Park Place Interchange to Redland Road, 2) Redland Road to a point approximately 1,300 feet north of Beaver Creek Road and, 3) that point to the south terminus at the intersection of Molalla Road (ORE 213) just south of Clackamas Community College.

For Segment 1, the right-of-way required would vary in width from about 140 to 320 feet. The roadway itself would be constructed with four 12-foot travel lanes (2 for each direction), a 16-foot left-turn median and 10-foot shoulders. See Figure 3.

For Segment 2, the right-of-way required would vary from 190 to 460 feet wide. For the first stage of construction, the road would be constructed to three 12-foot travel lanes (a through lane, a slow vehicle lane and 6-foot shoulder for southbound traffic and a through lane and 10-foot shoulder for northbound vehicles). Grading done during the first stage would enable this segment to be reconstructed in the future to four 12-foot travel lanes, a 4-foot

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RETAKE

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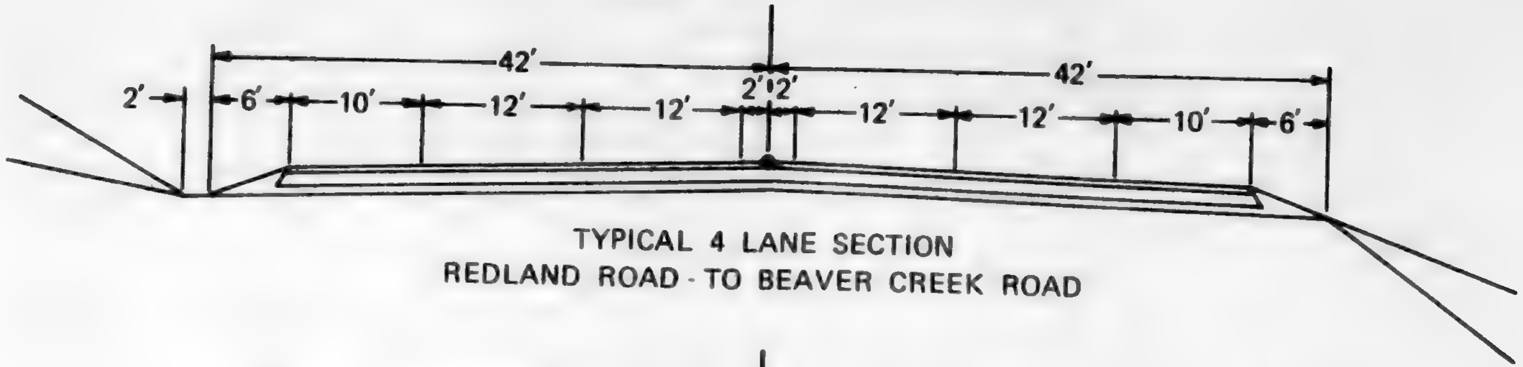
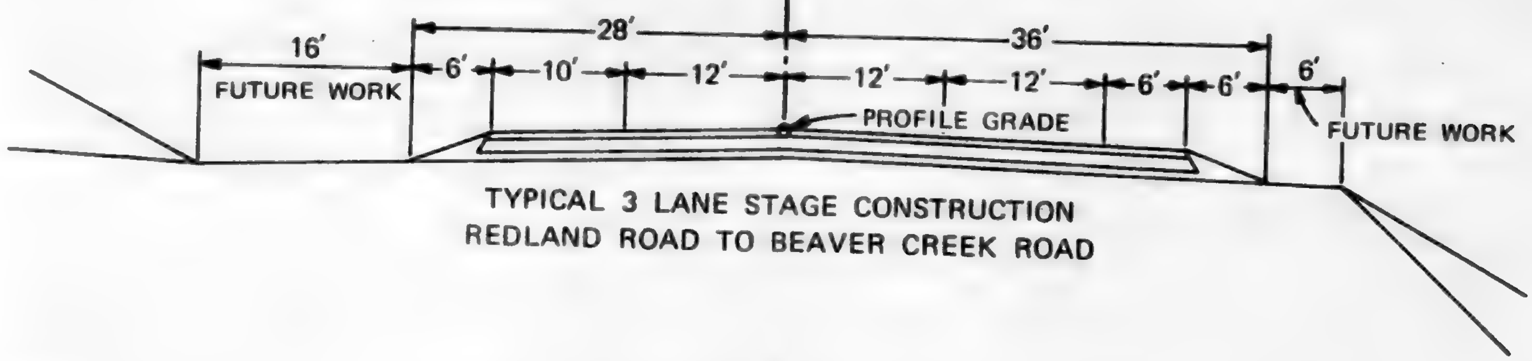
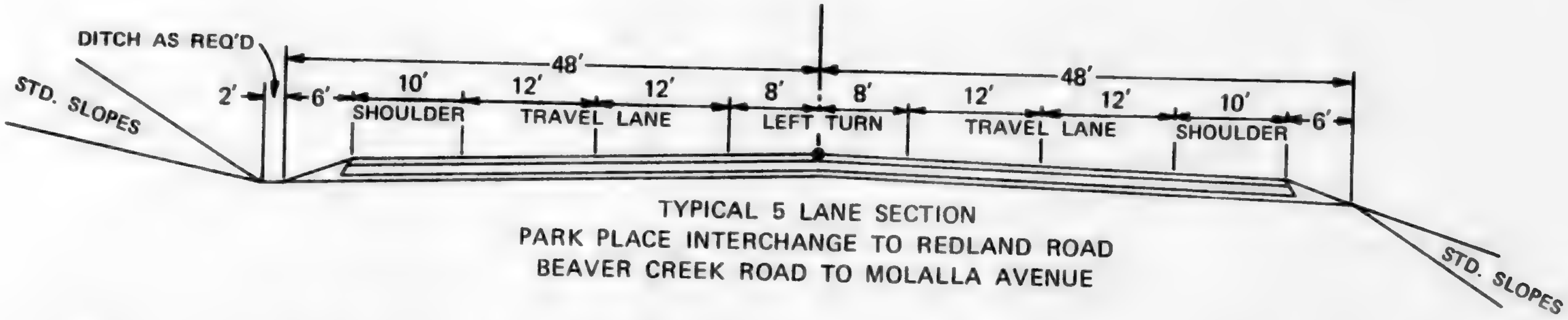
FIGURE 3
TYPICAL SECTIONS
Oregon City


42'
42'
2'
6'
10'
12'
12'
2'
2'
12'
12'
10'
6'

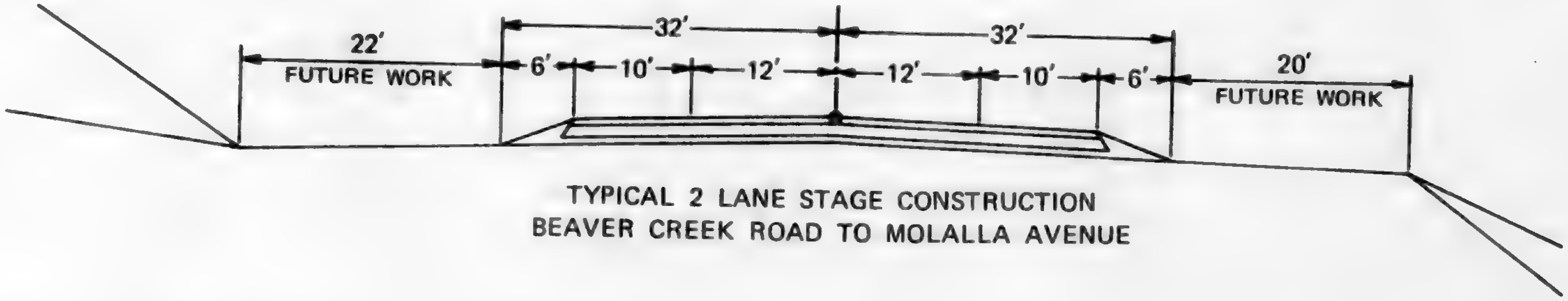
TYPICAL 4 LANE SECTION
REDLAND ROAD - TO BEAVER CREEK ROAD


16'
FUTURE WORK
28'
36'
6'
10'
12'
12'
12'
6'
6'
6'
PROFILE GRADE
FUTURE WORK

TYPICAL 3 LANE STAGE CONSTRUCTION
REDLAND ROAD TO BEAVER CREEK ROAD


DITCH AS REQ'D
STD. SLOPES
2'
48'
48'
6'
10'
SHOULDER
12'
12'
TRAVEL LANE
8'
8'
LEFT TURN
12'
12'
TRAVEL LANE
10'
SHOULDER
6'
STD. SLOPES

TYPICAL 5 LANE SECTION
PARK PLACE INTERCHANGE TO REDLAND ROAD
BEAVER CREEK ROAD TO MOLALLA AVENUE


22'
FUTURE WORK
32'
32'
6'
10'
12'
12'
10'
6'
20'
FUTURE WORK

TYPICAL 2 LANE STAGE CONSTRUCTION
BEAVER CREEK ROAD TO MOLALLA AVENUE

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END

OF

RETAKE

median and 10-foot shoulders when funding becomes available. Two alternatives are under consideration for this segment, as described under the "Alternatives" chapter.

For Segment 3, required right-of-way would range from 160 to 240 feet in width. For the initial stage of construction, the highway would be constructed to two 12-foot travel lanes and 10-foot shoulders. Grading done during the first stage would enable this segment to be reconstructed to four 12-foot travel lanes, a 16-foot median and 10-foot shoulders when funds become available.

Several modifications to existing roads near the proposed bypass and intersections with the bypass would also be constructed:

1. Washington Street-Clackamas River Road. The two would be realigned to a four-way intersection with the bypass, controlled by a signal.

2. Redland Road. An access to the bypass from Redland Road would be built; the "T" intersection to be controlled by a signal.

3. Beaver Creek Road. An intersection with the bypass would be built, controlled by a signal. Maple Lane and Thayer Road intersection would also be rebuilt, with a new connection between the two (connecting also to Beaver Creek Road).

4. Clackamas Community College access - existing ORE 213. The existing access would be relocated and a four-way intersection built to allow access to the college and the existing highway. A signal would control the intersection.

ROADWAY AND PROJECT HISTORY

During the late fur trade and early settlement eras, Oregon City was a primary settlement in the Northwest. Transportation routes, including the general route of the Cascade Highway, originated during that time. The present highway follows city streets and local roads that predate the State highway system.

In the 1910's, the road was improved to gravel surface, then to oil and asphalt in the late 1930's and 1940's. In the late 1940's and early 1950's, traffic volumes began to increase to the point where studies were necessary to investigate another route through or around Oregon City. The traffic problem at that time was related to logging activity, suburban development, and farm-to-market agricultural traffic. Elimination of railroad crossings, reductions of steep grades, alleviation of the flood problems and decreasing the school, park and residential conflicts were also analyzed.

From the 1950's to the present further studies were done or updated, but sufficient funds were not available to construct a bypass. However, during the early 1970's, the proposed Mt. Hood Freeway began to generate controversy. After a series of actions by local, regional, state and federal officials, the proposed Mt. Hood Freeway was removed from the Interstate System. This action made a source of funds available for various projects in the metropolitan area, part of which were assigned to the Oregon City Bypass. The 1978 Six-Year Highway Improvement Program adopted by the Oregon Transportation Commission includes the project for construction in fiscal year 1981.

PROJECT COORDINATION AND PUBLIC INVOLVEMENT

Coordination with the public has been mainly through the project Citizens Advisory Committee (CAC). The CAC was appointed in November 1977 by the Oregon Department of Transportation (ODOT) after individuals were suggested by Oregon City and Clackamas County officials. The CAC, which includes representatives of local neighborhood groups, business and local officials, meets as necessary to express local concerns to ODOT and review project progress. Meetings vary in format from the more general public meetings to committee work sessions.

CAC concerns have centered around the adverse impacts to neighborhoods, the overall traffic and road design considerations and the effects on schools, churches and displaced persons. At a public meeting in May, 1978, the CAC took a formal stand in favor of the Corridor B route.

A formal public hearing to discuss the project will be held in 1979. Statements made at the hearing and written statements submitted within ten days following the hearing will be assembled in a hearing record. Based upon the comments, city and county resolutions and local and regional plans, an alternative will be selected by the Transportation Commission. If a Build alternative is selected, a Final Environmental Impact Statement would be prepared. This report would focus on the selected alternative and respond to all comments received on the draft EIS.

ALTERNATIVES

The alternatives analyzed are "corridors," which assume a given route and design for analysis of potential impacts. A number of corridors were evaluated on the basis of engineering feasibility, cost, transportation service and potential social and natural environmental impact. Alternatives that were clearly inferior in several of these factors were excluded from further consideration. For example, an alternative that was comparatively more costly and did not offer better transportation service or cause less adverse environmental impact was dismissed.

The rejected alternatives and the reasons for their rejection are briefly described after the description of the alternative corridors currently being considered.

NO-BUILD ALTERNATIVE:

In addition to the alternatives that involve construction of a bypass, the option of not building the highway is analyzed, as required by law. The No-Build alternative would leave the existing Highway 213 through Oregon City as the primary travel route corridor between the two termini. Normal maintenance, including repaving, repairing of broken pavement, rerouting and similar minor work would be the main types of improvement available to the existing route with this option. However, other traffic management schemes could be implemented, such as one-way streets, removal of all parking, increased transit use, changed work hours, etc.

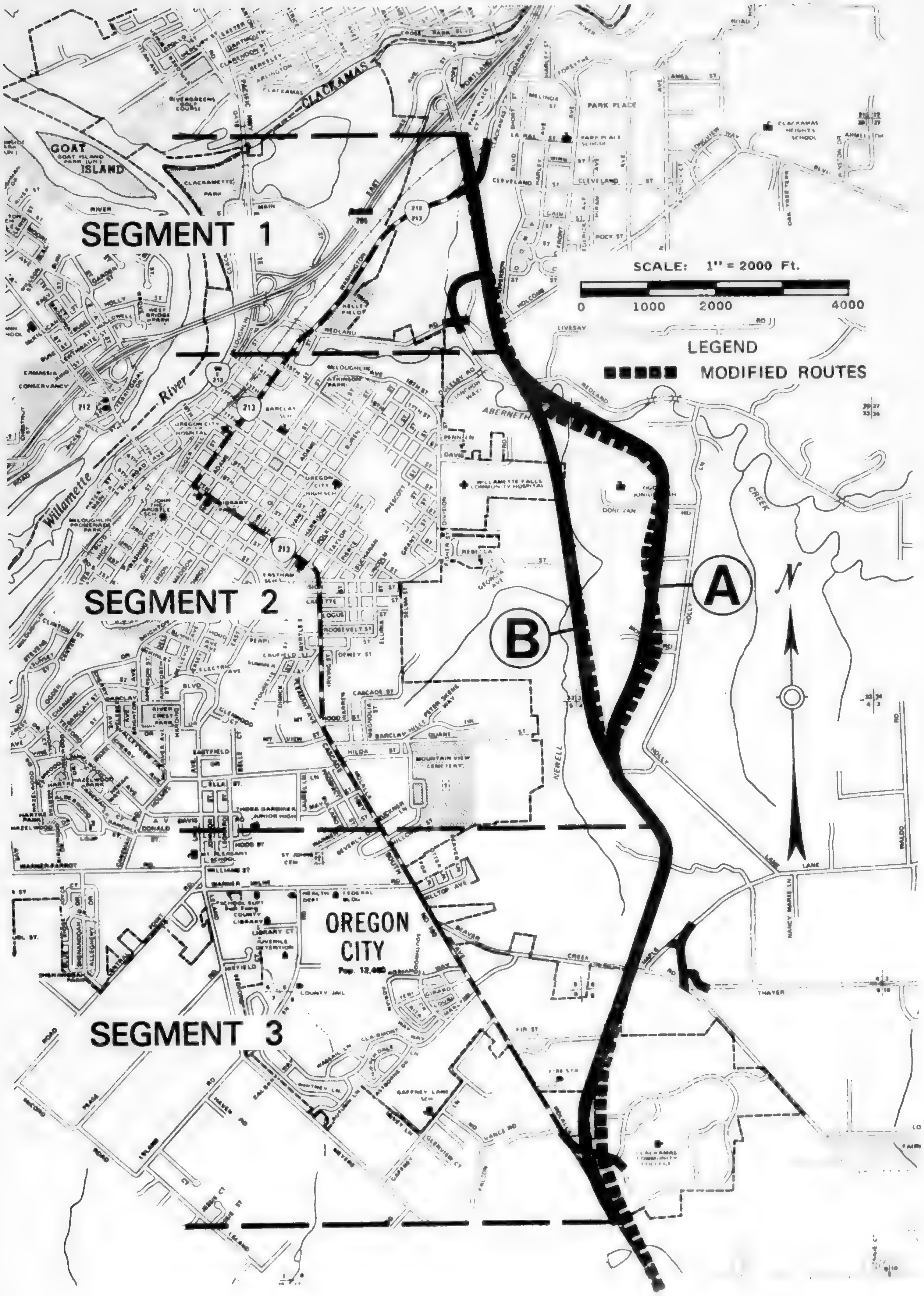
BUILD ALTERNATIVE:

See Figure 4 for the general location of the project segments and alternatives.

Segment 1 (Park Place Interchange to Redland Road):

From the Park Place Interchange, the bypass would be constructed in a southerly direction. Clackamas River Road and Washington Street (existing Cascade Highway) would be realigned to construct the four-way intersection with the bypass. From this intersection, the highway would cross Rossman Sanitary Landfill to the new Redland Road access intersection. Continuing south, the bypass would pass under Holcomb Road (a new bridge would be constructed on Holcomb) and cross over Redland Road with a bridge.

FIGURE 4
PROJECT ALTERNATIVES


SEGMENT 1
SEGMENT 2
SEGMENT 3
SCALE: 1" = 2000 Ft.
0
1000
2000
4000
LEGEND
▬ ▬ ▬ MODIFIED ROUTES
A
B
N
OREGON CITY
Pop. 12,460
GOAT ISLAND
Willamette River
CLACKAMAS
PARK PLACE
REDLAND
ABERNETHY
CREEK
WILLAMETTE FALLS COMMUNITY HOSPITAL
CLACKAMAS COMMUNITY COLLEGE
MOUNTAIN VIEW CEMETERY
HOLLY
THAYER
NEWELL
212
213

Segment 1 Modified (Park Place Interchange to Redland Road):

The Segment 1 Modified option is similar in general description to the Segment 1 option. The primary differences are: a wider right-of-way east of the alignment and a more direct connection from the bypass/Clackamas River Road-Washington Street intersection. There are also minor right-of-way and alignment differences.

Segment 2 (Redland Road to 1,300 feet north of Beaver Creek Road):

Between these two points, four alternatives are being considered: Corridor A and Corridor A Modified, generally paralleling Abernethy Creek to just west of Holly Lane, then generally paralleling Holly Lane on the ridge; and Corridor B and Corridor B Modified, generally following the canyon of Newell Creek. In keeping with desires of regional officials to limit access to four points, none of the options would allow access to the bypass in this segment.

Corridor A:

From Redland Road, the highway would curve to the southeast, crossing Abernethy Creek with a new bridge, then generally paralleling the creek on the southwest bank. Then the highway would curve to the south on the ridgetop, passing under Donovan Road (a bridge on Donovan Road would be built) between Ogden Junior High School and the LDS Church. In this area, the highway would be depressed below ground level. The highway would continue southerly to the point north of Beaver Creek Road, passing under two major electric transmission lines.

Corridor A Modified:

This option is similar in general description to the Corridor A route. The A Modified however, would be located further to the southwest in the vicinity of Abernethy Creek to Donovan Road, requiring significantly more right-of-way to the southwest and less to the northeast. The A Modified would also curve twice south of Donovan, thereby located further from Holly Lane near the L.D.S. Stake Center, but nearer to Holly north of Morton Road. There are also right-of-way and alignment differences.

Corridor B:

From Redland Road, the highway would continue generally southerly crossing Abernethy Creek with a new structure, then following the west side of Newell Creek Canyon upstream to a point about halfway through the segment. At that point, the creek would be bridged and the bypass would continue south on the east slope of the canyon to the point north of Beaver Creek Road. This option would also be crossed by the two transmission lines.

Corridor B Modified:

The B Modified option is similar in general description to the Corridor B route. The B Modified in the Morton Road -- power line crossing area would be located about 100-200 feet nearer to Holly Lane. There are also right-of-way and alignment differences.

Segment 3 (Point 1,300 feet north of Beaver Creek Road to Molalla Avenue):

With this option, the bypass would continue generally southerly from the point north of Beaver Creek Road to the intersection at Beaver Creek Road. Maple Lane would be terminated with a cul-de-sac and traffic rerouted to a new road leading to Beaver Creek Road. Thayer Road would be realigned to intersect with the new Maple Lane extension and Beaver Creek Road would be rebuilt.

From the Beaver Creek Road intersection, the bypass would continue southwesterly to the intersection for Molalla Avenue and the Clackamas Community College entrance. From this intersection to the south project terminus, the bypass would be constructed essentially on the existing highway for approximately 0.1 mile. At that point, the bypass would terminate at the existing highway north of Glen Oak/Caufield roads.

Segment 3 Modified (Point 1,300 feet north of Beaver Creek Road to Molalla Avenue:

This is similar in general description to the Segment 3 route, with the primary differences:

1. In the Beaver Creek Road-Molalla Avenue area, the road would be about 100 feet east of the Segment 3 route.

2. The Maple Lane/Thayer Road connection to Beaver Creek Road would be 200-300 feet east of the Segment 3 connecting road.

3. Right-of-way and alignment differences.

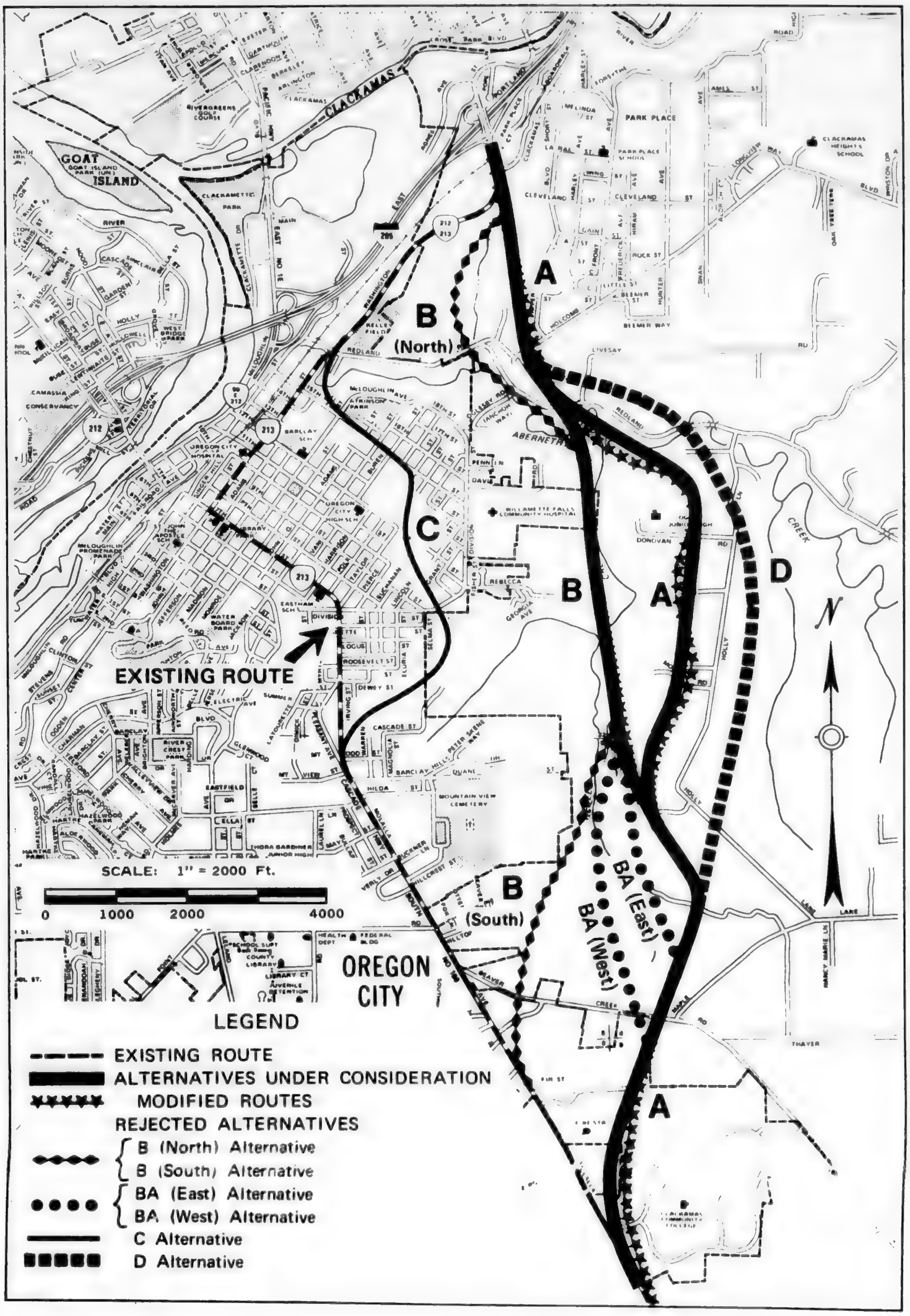
REJECTED ALTERNATIVES:

Other corridors, as shown on Figure 5, were also investigated but dismissed for various reasons, primarily engineering feasibility.

The B (north) portion of Corridor B had these problems:

1. 2,000 feet of encroachment on the Abernethy Creek floodplain.

FIGURE 5
REJECTED ALTERNATIVES


GOAT ISLAND
CLACKAMAS
PARK PLACE
A
B
(North)
C
B
A
D
EXISTING ROUTE
SCALE: 1" = 2000 Ft.
0
1000
2000
4000
B
(South)
BA (East)
BA (West)
OREGON CITY
A
N
LEGEND
EXISTING ROUTE
ALTERNATIVES UNDER CONSIDERATION
MODIFIED ROUTES
REJECTED ALTERNATIVES
B (North) Alternative
B (South) Alternative
BA (East) Alternative
BA (West) Alternative
C Alternative
D Alternative

2. Extensive channel changes and bank stabilization on Abernethy Creek, which would require major measures to protect the fish habitat.

3. The intersection with Redland Road would produce high volumes of traffic desiring to cross the bypass.

4. The connection with Anchor Way would require considerable regrading and violate access limitations.

5. Wetlands* along Abernethy Creek would be extensively affected.

6. Two homes and a crane shop and adjoining business would probably be acquired.

The B-A (West) portion of Corridor B was rejected due to the massive cuts and fills and excessive grades. This option would be more costly and involve more environmental impacts. The B-A (East) portion of Corridor B was rejected for the same reasons: massive cuts and fills and excessive grades.

The B (South) portion of Corridor B also would involve excessive cuts and fills. Additionally, this route would conflict with a shopping complex and several private dwellings. Further, the route would have lengthy steep grades, requiring longer truck-climbing lanes. This would be more costly and could require further noise mitigation.

The Corridor C route would have numerous problems:

1. The limitation on access would be impossible due to the numerous businesses along Molalla Avenue and the large number of at-grade crossings.

2. An extensive number of housing units would be acquired, requiring relocation of 80-90 families. There could be a significant problem in finding adequate replacement housing for families in this income group.

3. It would be incompatible with local land use and economic plans.

*Wetlands are natural or artificial areas saturated enough to develop water-loving vegetation and wet soils.

4. The high school ballfield would be displaced.

5. Several historic or archeological sites would be affected.

6. There would be considerable (30-45) business displacement and relocation.

7. The initial tax loss would be the highest of any corridor.

8. Several large institutions (hospital, high school, and Kelley Field) would be affected by air and noise pollution.

9. Visual quality of established neighborhood would be adversely affected.

The Corridor D route was rejected because of the significantly higher engineering, construction, right-of-way and relocation costs. It is also longer, requiring more land and involving the displacement and relocation of about 46 families.

EXISTING ENVIRONMENTAL CHARACTER, IMPACTS AND MITIGATION

This section describes the existing environmental conditions, anticipated effects of the alternatives being considered and possible methods to eliminate or reduce harmful social and natural environmental impacts.

TRAFFIC

Existing Setting

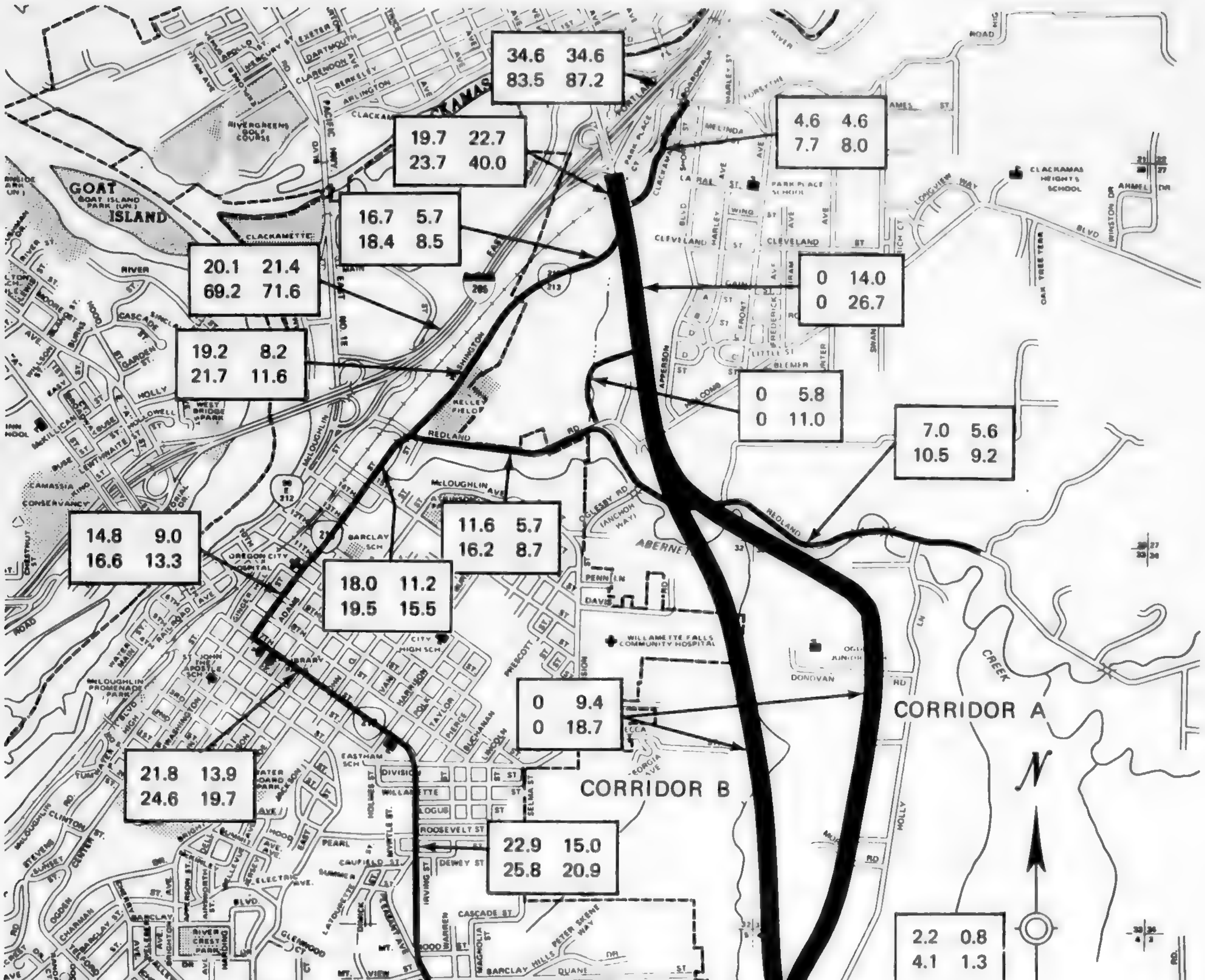
The street and highway network serving the project area is characterized by high traffic volumes and congestion, especially during the rush hours. Annual traffic volumes are increasing at a rate of about 2 percent per year. However, the traffic growth rate varies for the last five years from 2-14 percent, depending on the road section. These rates are enough to aggravate already poor traffic conditions, especially where streets and roads intersect the Cascade Highway.

Traffic volumes on the road network affected by the proposed bypass are shown in Figure 6 and Table 1-1 for the years 1977 and 1997. The highest volumes for 1977 occurred on the Molalla Avenue (17,000-25,600 average weekday traffic-AWD), Seventh Street (21,800 AWD), and Washington Street (14,800-18,000 AWD) portions of the Cascade Highway. Traffic movement along most of the route is poor due to restricted speeds, signals at several intersections and inadequate number of lanes. Traffic forecasted for 1997 indicates more growth, which will result in further deterioration in traffic service. In fact, the predicted trip demand is in excess of what the major road network can service, without the bypass in place.

Traffic safety on the Cascade Highway is poor because of the congested driving conditions. The existing highway is divided into two segments for accident reporting: 1) north terminus to Seventh Street and 2) Seventh Street to the south project terminus. In 1976, the first section had 48 accidents, whereas the longer second section had 125. As indicated on Table 1-2, the accident rate for the first section is 2-1/2 - 4 times higher than the Statewide average for similar highways and the rate for the second section is generally slightly higher than the Statewide average. For 1977, the recorded accident rate for the entire section was 96% higher than the Statewide average.

The highest accident rate occurs on the Washington Street section between 7th and 14th Streets. The largest number of intersection accidents occurs along the existing route at Warner-Milne Road, 12th Street and Polk Street, but virtually every intersection in the more developed parts of town was involved.

FIGURE 6
AVERAGE WEEKDAY TRAFFIC VOLUMES


34.6 34.6
83.5 87.2
4.6 4.6
7.7 8.0
19.7 22.7
23.7 40.0
16.7 5.7
18.4 8.5
20.1 21.4
69.2 71.6
0 14.0
0 26.7
19.2 8.2
21.7 11.6
0 5.8
0 11.0
7.0 5.6
10.5 9.2
14.8 9.0
16.6 13.3
11.6 5.7
16.2 8.7
18.0 11.2
19.5 15.5
0 9.4
0 18.7
CORRIDOR A
CORRIDOR B
21.8 13.9
24.6 19.7
22.9 15.0
25.8 20.9
N
2.2 0.8
4.1 1.3
25.6 19.0
31.0 27.1
SCALE: 1" = 2000 Ft.
0 1000 2000 4000
11.3 9.3
15.0 13.4
OREGON CITY
Pop. 12,460
3.5 2.2
6.4 3.6
17.1 11.6
22.0 16.7
9.4 10.2
12.5 16.6
0 5.4
0 10.3
10.7 10.7
13.1 17.1
GOAT ISLAND

LEGEND

W	X
Y	Z

AWD = AVERAGE WEEKDAY TRAFFIC IN THOUSANDS
W = 1977 EXISTING AWD
X = 1977 BUILD AWD
Y = 1997 NO BUILD AWD
Z = 1997 BUILD AWD

TABLE 1-1
PARK PLACE - CLACKAMAS COMMUNITY COLLEGE
Traffic Volume Comparison

Location	1977*		1997	
	Existing	With Bypass	No-Build	Build
	- Average Weekday Traffic -			
Beaver Creek Road				
E. of Maple Lane	9,200	9,200	12,500	15,000
W. of Maple Lane	9,400	10,200	12,500	16,600
E. of Cascade Hwy.	11,300	9,300	15,000	13,400
Cascade Highway				
S. of Clackamas C. College	10,700	10,700	13,100	17,100
N. of Clackamas C. College	13,200	7,900	16,600	11,200
S. of Beaver Creek Road	17,100	11,600	22,000	16,700
N. of Beaver Creek Road	25,600	19,000	31,000	27,100
S. of Division Street	22,900	15,000	25,800	20,900
E. of Washington Street	21,800	13,900	24,600	19,700
N. of 7th St.	14,800	9,000	18,600	13,300
S. of Redland Road	18,000	11,200	19,500	15,500
N. of Redland Road	19,200	8,200	21,700	11,600
S. of Clackamas River Rd.	16,700	5,700	18,400	8,500
Redland Road				
E. of Holly Lane	4,300	4,300	5,550	7,050
W. of Holly Lane	7,000	5,600	10,500	9,200
E. of Holcomb Road	7,500	6,100	11,500	10,200
W. of Holcomb Road	9,300	5,300	12,700	8,300
E. of Washington Street	11,600	5,700	16,200	8,700
Holly Lane				
N. of Beaver Creek Road	3,500	2,200	6,400	3,600
N. of Maple Lane	2,200	800	4,100	1,300
S. of Redland Road	3,000	1,600	5,400	2,600
Holcomb Road				
E. of Redland Road	4,300	4,300	6,800	7,500
Clackamas River Road				
E. of Cascade Highway	4,600	4,600	7,700	8,000
Oregon City Bypass				
S. of Clackamas C. College	--	4,200	--	8,100
N. of Clackamas C. College	--	5,400	--	10,300
N. of Beaver Creek Road	--	9,400	--	18,700
N. of Redland Connection	--	14,000	--	26,700
N. of Clackamas R. Road	19,700	22,700	23,700	40,000

*Assumes bypass was operational in 1977.

TABLE 1-2

ACCIDENT RATE INFORMATION
(Accidents per million vehicle miles)

	1972	1973	1974	1975	1976
1. North Terminus to 7th Street	21.64	13.83	22.64	16.43	18.58
2. 7th Street to South Terminus	7.64	6.16	5.52	8.33	7.12
* Statewide average all urban, primary nonfreeways	7.09	5.69	5.74	6.38	5.28

Three major roads cross or join the Cascade Highway between the termini of the proposed bypass: Beaver Creek, Redland and Clackamas River. These roads had average daily traffic (ADT) volumes in 1977 in excess of 11,000 just east of the highway; traffic service on these roads is generally poor.

Other roads in the vicinity of the proposed bypass are Holly Lane and Maple Lane. These have comparatively low traffic volumes (2,200-3,500 ADT), but are expected to realize nearly a doubling in traffic by 1997, without a bypass in operation.

There are two major highways in the project area which carry large traffic volumes: Highway 99E (McLoughlin Boulevard) and Interstate 205.

Environmental Impacts

Environmental impacts evaluated in this section include: effects on trip generation, traffic diversion, traffic service and traffic safety.

No-Build Alternative. Since the No-Build would not add to traffic capacity in any way, the amount of traffic demand from assumed population and employment growth could not be met. For example, due to capacity limitations, the 1997 trip demand of 34,600 AWD on Seventh Street would exceed the possible capacity by about 10,000 AWD. The traffic analysis conducted accounted for these limitations in predicting No-Build traffic volumes. For the Cascade Highway, future increases in traffic would be limited (because of the capacity constraints) to about 15-30 percent of 1977 volumes. Increases on other roads, such as Abernethy, Holly, Beaver Creek and Maple, would be somewhat greater.

Traffic service with the No-Build would be extremely poor on the Cascade Highway, particularly along Seventh Street, Washington Street and at major intersections. This would result in stop-and-go conditions, longer peak periods and high traffic volumes throughout most of the day. These conditions would also probably increase traffic accidents along the route. Additionally, other city streets would experience increased traffic as drivers seek alternate routes through the area.

Build Alternative. Traffic impacts are the same for all bypass design options. The major beneficial effect of opening a bypass would be the diversion of Clackamas Community College and through-traffic from the existing Cascade Highway through town and Redland Road. These reductions are summarized in Table 1-3. The information in the 1977 column is of course, theoretical, but illustrates

TABLE 1-3

ROAD SECTIONS WITH REDUCED TRAFFIC
BECAUSE OF DIVERSIONS TO THE BYPASS

	1977 ADT			1997 ADT		
Location	Existing	Reduction	% Reduc. to Exist.	w/o Bypass	Reduc.* w/Bypass	% Reduc. w/Bypass
Beaver Cr. Road						
E. of Cascade Hwy.	11,300 -	2,000	(18%)	15,000 -	1,600	(11%)
Cascade Highway						
S. of Beaver Cr. Rd.	17,100 -	5,500	(32%)	22,000 -	5,300	(24%)
N. of Beaver Cr. Rd.	25,600 -	6,600	(26%)	31,000 -	3,900	(13%)
S. of Division St.	22,900 -	7,900	(34%)	25,800 -	4,900	(19%)
E. of Washington St.	21,800 -	7,900	(36%)	24,600 -	4,700	(19%)
N. of 7th St.	14,800 -	5,800	(39%)	18,600 -	5,300	(28%)
S. of Redland Rd.	18,000 -	6,800	(38%)	19,500 -	4,000	(21%)
N. of Redland Rd.	19,200 -	11,000	(57%)	21,700 -	10,100	(47%)
S. of Clack. R. Rd.	16,700 -	11,000	(66%)	18,400 -	9,900	(54%)
Redland Road						
W. of Holly Lane	7,000 -	1,400	(20%)	10,500 -	1,300	(12%)
E. of Holcomb	7,500 -	1,400	(19%)	11,500 -	1,300	(11%)
W. of Holcomb	9,300 -	4,000	(43%)	12,700 -	4,400	(35%)
E. of Washington	11,600 -	5,900	(51%)	16,200 -	7,500	(46%)
Holly Lane						
N. of Maple	2,200 -	1,400	(64%)	4,100 -	2,800	(68%)

*Reductions are less in 1997 than 1977 due to limited growth with the No-Build alternate.

the immediate and direct effect of opening a bypass. Diversion of traffic in future years is less because potential increases are limited to an assumed maximum due to lack of traffic capacity on several sections of the transportation system. The difference in volumes was directly assigned to the bypass for 1977; Table 1-4 summarizes traffic on the bypass for 1977 and 1997.

TABLE 1-4*

AVERAGE WEEKDAY TRAFFIC ON OREGON CITY BYPASS

	1977	1997
Segment 1		
I-205 Connection (82nd Avenue)	22,700	40,000
Between Abernethy Rd. and Cascade Highway	14,000	26,700
Segment 2 (A or B)	9,400	18,700
Segment 3		
S. of Beaver Creek Rd.	5,400	10,300

*Source: Traffic Project Analysis, p. 7.
(Technical Report #1)

While the bypass would generally decrease traffic volumes on the existing road system, several roads would experience increases as shown on Table 1-5. This traffic is generated with the bypass due to limited growth of traffic on the No-Build alternative.

TABLE 1-5

ROAD SECTIONS WITH INCREASED TRAFFIC VOLUMES FROM OPERATION OF BYPASS

	1977 ADT			1997 ADT		
	Existing	Increase	% Increase to Exist.	w/o Bypass	Increase w/Bypass	% Increase w/Bypass
Beaver Cr. Rd. East of Maple	9,200	--	--	12,500	2,500	20%
Cascade Hwy. S. of CCC	10,700	--	--	13,100	4,000	31%
Redland Rd. E. of Holly Lane	4,300	--	--	5,550	1,500	27%
Holcomb Rd. E. of Redland Rd.	4,300	--	--	6,800	700	10%
Clackamas R. Rd. E. of Cascade Hwy.	4,600	--	--	7,700	300	4%

The proposed project would not significantly affect Highway 99E or I-205. The amount of additional traffic on I-205 as a result of the bypass project would be less than 5%. The Park Place Interchange, however, would be near or at capacity if the bypass is built.

The effect on 82nd Avenue (if the High Rocks Bridge over the Clackamas River is reopened) would not be significant, because absolute traffic increases appear to be low.

The traffic capacity created by the bypass would allow forecast traffic growth to be met, although marginally. This means that a bypass would essentially generate more trips than possible under No-Build conditions. Trip generation would be about 19 percent greater than No-Build levels.

Despite the major addition to overall highway capacity from the bypass, the existing network would remain congested. Initially the amount of traffic diversion would noticeably improve traffic service, but areawide growth would steadily diminish this benefit. It is predicted that by 1997 traffic volumes and, likewise, traffic service, will approximate existing conditions, as shown on Table 1-1 and Figure 6.

However, the character of the traffic on the existing road system would change. Traffic on the existing system would primarily have local in-city destinations, whereas vehicles on the bypass would be mainly through traffic.

ENERGY

An analysis was performed to determine the effects of the project alternatives on energy consumption. Two factors were analyzed: annual energy use by road users and construction energy use. Table 2-1 shows the annual road user energy consumption and Table 2-2 shows the construction energy use. These figures are relative estimates, for comparison purposes only and do not include maintenance energy use.

In evaluating the alternatives, several elements were considered to have a direct influence on energy use: road alignment, gradient and surface condition; and traffic speed variations and intersection controls, such as stop signs or traffic lights.

As shown, in 1977 the approximate annual energy consumption by road users was approximately 243.6 to 267.9 billion BTU's. In 1997 if the No-Build alternative is selected, energy use would be about 516.4-528.3 billion BTU's. (One billion BTU's is approximately equal to the energy value of 172 barrels or 7,224 gallons of oil.)

TABLE 2-1

SUMMARY OF ANNUAL ROAD USER ENERGY CONSUMPTION*

(Figures Represent Billions of BTU's Consumed)

	"NO-BUILD"		CORRIDOR "A"			CORRIDOR "B"		
			Exist.	+ Corr. "A"		Exist.	+ Corr. "B"	
% Stopping	1977 No-Build	1997 No-Build	1997	1997	TOTAL	1997	1997	TOTAL
25%	244	516	205	+ 215 =	420	205	+ 202 =	407
50%	268	528	226	+ 224 =	450	226	+ 211 =	437

*Tabulated figures are relative and should be used for comparison only.

Annual road user energy consumption along the Corridor A routes and the existing route would be about 420-450 billion BTU's in 1997. In contrast, annual road user energy consumption along the Corridor B routes and the existing highway would be between 407 and 438 billion BTU's. Therefore, road user energy use with the "B" alternatives would be about 16% less than the "A" alternatives. The "A" alternatives would in turn involve 16% less road user energy than the No-Build alternative. The Corridor B alternatives are the best from an annual road user energy consumption viewpoint because of the better alignments, with fewer curves, fewer bridges, lower grades and shorter distances.

Construction energy consumption for the No-Build is, of course, nothing. The Corridor A route would require 132.4 billion BTU's and the Corridor B route, 130.6 billion BTU's for construction.

TABLE 2-2

SUMMARY OF CONSTRUCTION ENERGY CONSUMPTION
(Figures Represent Billions of BTU's Consumed)

"No-Build"	BTU Consumption = 0
Corridor "A" (Ridge Rt.)	BTU Consumption = 132.4
Corridor "B" (Canyon Rt.)	BTU Consumption = 130.6

*Tabulated figures are relative and should be used for comparison only.

GEOLOGY

Existing Setting

Project area terrain varies from level floodplain to hill slope to level uplands. Elevations along the corridors range from about 20 feet above sea level just south of the Park Place Interchange to 430 feet north of Clackamas Community College.

Rock types range from sand and silt deposits at Rossman Sanitary Landfill in the north part of the corridor, through conglomeratic quartzite and basalt pebbles and cobbles to Redland Road, mudstone and siltstone in Newell Creek Canyon to deep soils overlying lava south of Beaver Creek Road. As no evidence of faulting, dipping, or structural deformation was found, it is assumed that the underlying formations are flat-lying. Localized dips, however, particularly those tilted downslopes, may occur and could cause serious landslide problems.

No known mineral resources (ore or rock), other than construction fill, are located in the project area. No State-owned material source is available in the area. Aggregate and riprap for construction would come from private sources several miles from the project site.

Erodibility of the soils ranges from slight to high. The high hazard area is in Segment 2 - Newell Creek Canyon.

Groundwater could be a problem in the north part of Segment 1. Two gullies along Segment 2, Corridor A south of Donovan Road and just west of the sharp turn in Holly Lane have seepage problems. Seepage also is a problem in the Newell Creek bottomland near its junction with Newell Creek. In addition, 8 private wells used for a variety of purposes are located within the right-of-way of Corridor A. The standby well of the Clairmont Water District, 130 feet east of the proposed alignment in Segment 2, should not be affected by construction or use of the highway.

Geologic hazards found along the alternatives include, as shown on Figure 3-1:

Segment 1:

- Rossman Sanitary Landfill
- High fill at Park Place Interchange

Segment 2, Corridor A:

- Abernethy Creek floodplain, likely underlain by compressible material

- Large landslide on south side of the Abernethy Creek crossing

- Three gullies: one very wet, one unsuitably wet, and the other which may have an unstable subsurface

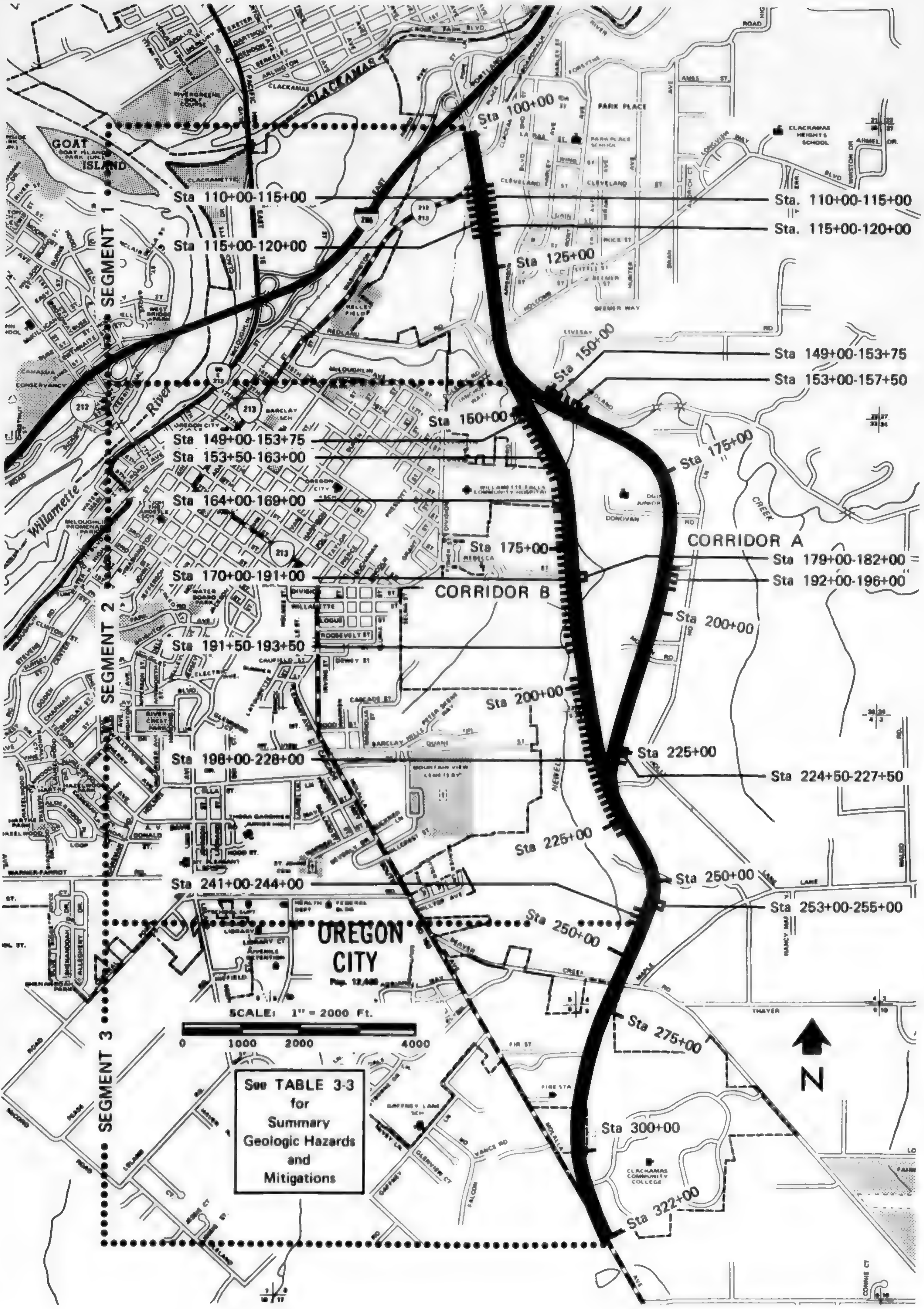
Segment 2, Corridor B:

- Abernethy Creek floodplain
- Three large landslides and unstable slope areas
- Gully which may have an unstable subsurface
- Old garbage disposal site
- Numerous small landslides

Segment 3:

No hazards evident.

FIGURE 3-1
STATION LOCATIONS AND GEOLOGIC HAZARDS


SEGMENT 1
SEGMENT 2
SEGMENT 3
CORRIDOR A
CORRIDOR B
Sta 100+00
Sta 110+00-115+00
Sta 115+00-120+00
Sta. 110+00-115+00
Sta. 115+00-120+00
Sta 125+00
Sta 150+00
Sta 149+00-153+75
Sta 153+00-157+50
Sta 150+00
Sta 149+00-153+75
Sta 153+50-163+00
Sta 175+00
Sta 164+00-169+00
Sta 175+00
Sta 179+00-182+00
Sta 192+00-196+00
Sta 170+00-191+00
Sta 200+00
Sta 191+50-193+50
Sta 200+00
Sta 225+00
Sta 198+00-228+00
Sta 224+50-227+50
Sta 225+00
Sta 250+00
Sta 241+00-244+00
Sta 253+00-255+00
Sta 250+00
Sta 275+00
Sta 300+00
Sta 322+00
GOAT ISLAND
CLACKAMAS
Willamette
River
PARK PLACE
OREGON CITY
Pop. 12,460
CLACKAMAS COMMUNITY COLLEGE
SCALE: 1" = 2000 Ft.
0
1000
2000
4000
N

See TABLE 3-3 for Summary Geologic Hazards and Mitigations

Environmental Impacts

The No-Build alternative has no geologic impacts.

Table 3-1 summarizes material quantities needed for the Build alternatives. The Corridor B routes would require less material than the Corridor A routes.

TABLE 3-1

ESTIMATED AGGREGATE AND ASPHALTIC CONCRETE QUANTITIES

Material	Corridor A (tons)	Corridor B (tons)
Aggregate in Base	62,300	60,300
Class "B" AC Wearing	47,600	46,000
Class "B" AC Base	60,600	58,600
Tack Coat	25	18
Asphalt Cement in Mix	7,000	6,800
Total	177,525	171,718

The project is planned to be "balanced," indicating there would be no borrow, surplus, or waste materials. Excavated material for any of the routes would be used for embankment at other sites along the selected route. The difference in quantities between the routes is not significant.

Table 3-2 summarizes the clearing and seeding requirements for each segment. Corridor B routes would require more acreage to be cleared of brush and trees and then revegetated than Corridor A routes.

TABLE 3-2

ESTIMATED CLEARING AND SEEDING

No.*	Impacts	Segment 1	Segment 2 Corridor A	Segment 2 Corridor B	Segment 3
1	Clearing & Grubbing	22.2 ac.	73.7 ac.	83.4 ac.	29.2 ac.
2	Seeding & Mulching	15.2 ac.	50.7 ac.	56.8 ac.	20.1 ac.

*No. 1: Clearing and grubbing include brush and tree areas, but excludes open areas such as pastures. This explains why Corridor B, although shorter than Corridor A, has more acreage in this category. This condition likewise pertains to the seeding and mulching acreage.

*No. 2: Seeding and mulching acreage is the bared area not to be covered by pavement, shoulder, or other highway facilities.

The survey monument designating the corner of Sections 32 and 33, Township 2S, Range 2E, and Sections 4 and 5 of Township 3S, Range 2E would be moved because of construction.

Geologic hazards are minimal in Segment 1 and apparently nonexistent in Segment 3. Segment 2 has severe geologic hazards, with the Corridor B routes having more numerous and severe problems than Corridor A routes. Corridor A has only one landslide and drainage problems in two gullies. In contrast, Corridor B routes have three landslides, numerous unstable slopes; greater seepage problems; and more potential for slope failure, erosion and siltation.

Mitigative Measures

If a Build alternative is selected, proper engineering and geological investigations will be made to determine the appropriate mitigative measures for geologic hazards discussed. The following are potential measures that are under investigation.

The most effective erosion and siltation control is treating bare areas, particularly cut and fill slopes, as soon as practical. Serious soil loss can occur on all excavated, fill and cleared areas unless control is implemented as construction progresses. This would be particularly necessary on this project where much of the subgrade is easily erodible.

The primary mitigative measures for erosion control provide drainage by means of pipes, culverts, or ditches; stabilization of the subgrade by lime or cement; support for unstable slopes by rock buttresses; and establishing protective vegetation on slopes. Runoff from slopes would be diverted from cut faces. Protection of fills would be accomplished by clearing and grubbing the site, stabilizing the subgrade, treating and compacting the fill material, providing drainage and vegetating the slopes.

In providing vegetative cover, seeding of grass, fertilizing, and mulching would be done in sufficient time during the growing season to assure growth. This would be done as soon as construction allows. Other erosion control measures that may be used include straw punched into bared areas, woven blankets, jute matting, chicken wire or fiberglass roving, settling basins, splash pads, energy dissipators, check dams, riprap and stone-lined ditches.

Requirements for erosion and siltation control will be written into the contracts and project plans will include drainage and control facilities. No more than about 17 acres of erodible earth will be exposed by excavation, fill or borrow and by clearing and grubbing at one time without approval of the resident engineer.

All vertical and horizontal survey monuments would be recorded and the agency responsible notified, according to ODOT procedures. If a marker is disturbed, covered or otherwise destroyed, reference points indicating the point will be established.

Table 3-3 summarizes geologic hazards and mitigative measures.

The subsurface for the high fill at Station 110-120 would be investigated to prepare a proper design for the fill and proper plans for compaction. Since the Abernethy Creek floodplain (Corridors A and B, Station 148-154) is compressible, an investigation would be done to determine soil competency and proper fill design.

The apparently inactive slides (A, 153-157+50; B, 153-163) would be investigated to determine the competency of the slopes and the measures necessary to stabilize them. These could include perforated drain pipes, rock ballast or inlay, and cutting into the slide as little as possible. The slides in Corridor B at Stations 198, 201, 203, 210+50, 211, 214+50, and 228 would be evaluated similarly. Mitigation may include treatment to stabilize subgrade soils, drainage, ballast rock and removing some material.

The gullies (A, 192-196 and 224+50-227+50) would be investigated to determine how to stabilize the subgrade. Such measures may include proper drainage, soil treatment, excavation and backfill. Other gullies (A, 253-255 and B, 241-244) would have precautionary subsurface investigations to determine soil competency and the mitigative measures necessary to correct problems, if any are discovered.

TABLE 3-3

SUMMARY
GEOLOGIC HAZARDS AND MITIGATIONS*

STATIONS	HAZARDS**	MITIGATIONS
	SEGMENT 1	
110+00-115+00	Landfill presents subsidence problems.	Suitable bearing (support) must be provided for the Highway
115+00-120+00	High fill to be placed across low, wet area.	Subsurface investigation to prepare design for fill.
	SEGMENT 2 Corridor A	
149+00-153+75	Abernethy Creek flood plain likely underlain by compressible material.	Subsurface investigation to determine competency and prepare designs for fill and bridge foundations.
153+00-157+50	Alignment crosses toe area of large slide apparently inactive at this time.	Subsurface investigation to determine instability of slope and corrective measures; such as perforated drain pipes, rock ballast or rock inlay, and cutting into the slide as little as possible.
192+00-196+00	Gully very wet from seepage.	Subsurface investigation to determine how best to stabilize subgrade; probably by drainage, soil treatment, and excavation and backfill.
224+50-227+50	Gully unsuitably wet from seepage.	Same mitigation as immediately above.
253+00-255+00	Suspect unstable subsurface in gully.	Subsurface investigation to determine if and what corrective measures are necessary.
	Corridor B	
149+00-153+75	Same hazard as Corridor A, these stations.	Same mitigation as Corridor A, these stations.
153+50-163+00	Alignment crosses large slide apparently inactive at this time.	Same mitigation as Corridor A, Stations 153+00-157+50.
164+00-169+00	Alignment crosses large slide apparently inactive at this time.	Subsurface investigation to determine mitigation to stabilize slide; probably drainage, removing material from head area, placing ballast rock, directing slope runoff away from slide, and cutting into the slide as little as possible.
170+00-191+00	Occasional bent or leaning trees indicate unstable slope areas.	Clear and stake alignment line so any problem areas can be identified and mitigation determined.
179+00-182+00	Old dump presents subsidence problems.	Same mitigation as Segment 1, Stations 110+00-115+00.
191+50-193+50	Alignment crosses 800-foot-long slide apparently inactive at this time.	Same mitigation as Stations 164+00-169+00 above.
198+00-228+00	Numerous small slides apparently inactive at this time occur here.	Subsurface investigation to determine stabilization methods; probably drainage, treatment of subgrade soils, ballast rock, and removing some slide material.
241+00-244+00	Suspect unstable subsurface in gully.	Same mitigation as Corridor A, Stations 253+00-255+00.
All Stations	Any downslope dips of the strata, not observed due to dense vegetation and deeply weathered rock, could cause serious slide problems if disturbed.	Same mitigation as Stations 170+00-191+00 above.
	SEGMENT 3	
	No geologic hazards observed.	No geologic mitigations required.

*Mitigations are preliminary and will be further evaluated and refined by subsurface investigation.
**See Figure 3-1 map for locations of hazards.

The landslides (B, 153+50-163 and 164-169) would be investigated to determine mitigation necessary to stabilize them. Such measures could include drainage, removal of material from above to lessen weight, placing rock ballast, and cutting into the slide as little as possible. All slides would have slope runoff diverted from the slide face.

Unobserved geologic hazards may occur along Corridor B from Stations 170 to 191. Any local dips or tilted rock strata not apparent could cause serious landslide problems.

Impacts and Mitigative Measures, Build Modified Options

Segment 1, Modified:

There are no significant differences from the Segment 1 option.

Segment 2, Corridor A Modified:

This option would cross the same large landslide at Stations 153+00-157+50 as the Segment 1 option in the same general location. However, the landslide would be crossed about 100 feet further into the toe, requiring a 200 feet wide and a 25 feet high fill (the other option would require a 250-foot wide cut and a 40-foot fill). The slide appears to be inactive, but either option would reactivate it. A subsurface investigation would be performed to determine slope stability, and what corrective measures to apply.

The A-Modified would also cross the very wet gully at Station 192-196 lower than the other option. A subsurface investigation would be done to determine how to stabilize the subgrade. There appears to be no significant difference between the two options.

Segment 2, Corridor B Modified:

The Corridor B Modified crosses the same series of small landslides as the B route, but further to the east. Although it appears that the B-Modified would be better located in regard to these slides, a subsurface investigation would be done.

Segment 3 Modified:

There are no significant differences from the Segment 1 option, therefore there are no apparent geologic hazards.

WATER RESOURCES AND AQUATIC BIOLOGY

Existing Setting

Hydrology

The project area is in the 30 square mile Abernethy Creek Basin, an easterly tributary of the Willamette River. The watershed is largely rural and forested, but is urbanizing in the project area. This urbanization is causing changes in the watershed: it alters surface flow volumes, infiltration, groundwater supplies, summer low flows, timing and height of flood peaks, etc. The watershed therefore, is in transition in a hydrologic aspect. Any effects caused by the project should be judged in this context.

Newell Creek, an undeveloped forested and secluded tributary basin of Abernethy Creek, drains an area of 2.8 square miles. It flows in a deep valley, entering Abernethy Creek at River Mile (RM) 1.4.

Few stream flow data are available, but Abernethy Creek generally ranges from 1 to 20 cubic feet per second (cfs) at upstream sites, with less variation near the mouth. The lesser variation is due to Willamette River waters that even out low flow periods at the creek mouth. Low summer flows appear to be a problem due to poor fish passage and further decreased water quality. Newell Creek had good flows on the date sampled (one week after an extended period of early season rains), and is a perennial stream at least to Beaver Creek Road. Runoff characteristics are similar to other western Oregon streams, with short durations of high water soon after heavy rainfalls, generally late October through April. A 1500-2000 cfs flow after rainfall would not be uncommon.

Backwater from the Willamette affects Abernethy Creek in its lower reach during high water. All eight bridges over the creek below R.M. 2.0 except the Holly Lane Bridge were submerged in the December, 1964 flood and all restrict high flows to some degree. In addition to the bridges, there are some natural obstructions in the creek channel. Figure 4-1 shows the "100-year" or 1% floodplain adjacent to the project. The change in local topography on the floodplain between Abernethy Creek and the Clackamas River, primarily as a result of Rossman Sanitary Landfill, is expected to have little effect on flood heights and floodplain boundaries.

Water Chemistry

Abernethy Creek and its tributaries are protected by Department of Environmental Quality water quality standards for the following beneficial uses:

- Domestic and industrial water supplies
- Livestock watering
- Salmonid fish rearing and spawning
- Fishing
- Aesthetic quality
- Irrigation
- Anadromous fish passage
- Resident fish and aquatic life
- Wildlife and hunting

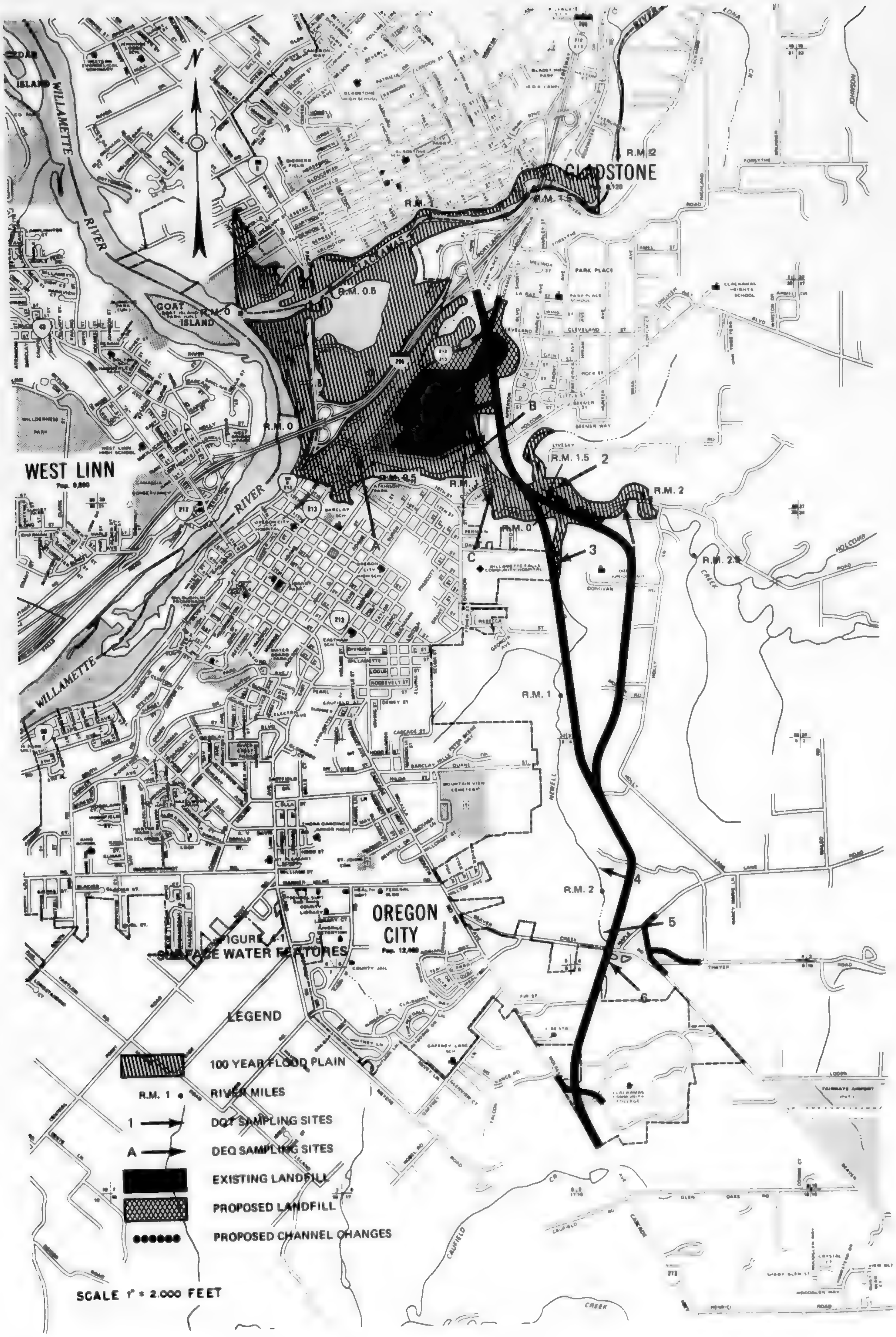


FIGURE 4-1
SURFACE WATER FEATURES

N
GLADSTONE
WEST LINN
Pop. 8,590
OREGON CITY
Pop. 12,460
WILLAMETTE RIVER
CLACKAMAS
GOAT ISLAND
CEDAR ISLAND
R.M. 0
R.M. 0.5
R.M. 1
R.M. 1.5
R.M. 2
R.M. 2.5
R.M. 12
A
B
C
1
2
3
4
5
6
212
213
LEGEND
100 YEAR FLOOD PLAIN
R.M. 1 ●
RIVER MILES
1
DOT SAMPLING SITES
A
DEQ SAMPLING SITES
EXISTING LANDFILL
PROPOSED LANDFILL
PROPOSED CHANNEL CHANGES
SCALE 1" = 2,000 FEET

Abernethy Creek is considered to have marginal oxygen conditions for salmonid rearing and adequate conditions for other fishes; Newell Creek appears well oxygenated along most of its length, with conditions deteriorating towards its mouth to levels similar to Abernethy Creek.

Of 16 temperatures recorded for Abernethy Creek at various locations and times, only two exceeded the 64°F upper limit for salmonid fishes. Neither of the two measurements along Newell Creek exceeded the limit. Stream cover along Abernethy Creek ranges from good to moderate, whereas Newell Creek is very well shaded and has excellent cover in all but a few places.

Background turbidities are not well known in this basin, but the 6 data points on Abernethy Creek indicate a background of 4-28 NTU (Nephelometric Turbidity Units, a measure of how greatly light penetration is reduced in a water sample). Newell Creek has only 4 measurements, and turbidity is very low, 4-5 NTU.

Waters in both Abernethy and Newell creeks are slightly alkaline and do not violate the DEQ pH standard. None of the measurements on the two creeks violate the federal alkalinity (carbonate system) guideline.

Eight of the nine samples from Abernethy Creek taken for fecal coliform bacteria, a primary indicator of fecal contamination, violate the DEQ standard. No comparable data exist for Newell Creek, however. No violations of nitrate standards were found in samples from either Newell or Abernethy creeks, but 4 of the 7 samples on Abernethy Creek and 3 of the 4 on Newell Creek were in excess of the phosphate standard. This is probably due to the chronic sewage pollution in the watershed.

In summary, existing water quality of Newell Creek is good to excellent; Abernethy Creek is in a more degraded condition with moderate to good quality generally, but with poor water quality at times.

Aquatic Habitat and Fisheries

Fish species using the Abernethy Creek Basin include anadromous* late run winter steelhead trout and coho salmon, resident cutthroat trout, and numerous nongame species.

The steelhead and salmon use Abernethy Creek as a passage and rearing area and Newell Creek as a spawning area. Newell Creek is used by resident cutthroat trout for rearing and spawning.

*Anadromous -- Organisms which reproduce in fresh water, but spend most of their adult life at sea.

The Oregon Department of Fish and Wildlife surveyed the lower 1-1/4 mile of Newell Creek on March 1, 1978. A total of 574 square yards of suitable spawning gravel was found, 316 of which are considered good and 258 marginal. Over 200 steelhead and 4 salmon fingerlings and 12 cutthroat were found; 4 adult steelhead were observed further upstream, two of which were digging a nest for spawning.

The excellent habitat of Newell Creek is dependent upon the large quantities of organic debris which enter the stream from the steep-sided, forested canyon walls. Modification of such areas results in rendering small spawning streams such as Newell Creek less useful as fish habitat. In summary, Newell Creek is a productive and thriving stream, with good water quality, abundant and diverse microbial and invertebrate populations, excellent streamside and channel conditions and an important anadromous fishery because the numbers of fish and quantity of good habitat. However, there is presence of some sewage contamination in the lowest reach.

Abernethy Creek in the project area is less suitable as fish habitat, due to channel and water quality conditions, the presence of sewage contamination, and has only one bank with good cover.

Angling pressure is moderate in Abernethy Creek for cutthroat, but Newell Creek is not open to coho or steelhead fishing because it is a rearing and spawning stream.

Environmental Impacts

No-Build Alternative

There would be no impacts on aquatic resources as a result of this option. Other development trends would continue, whether or not the bypass is built. Rossman Sanitary Landfill would continue to be filled, and the alteration of the floodplain would proceed. Newell Creek Canyon would remain secluded unless a sewer line and access road are constructed through it. Even if this were to occur, the creek and canyon could remain essentially natural (Tryon Creek State Park).

Build Alternative

Segment 1

Much of the floodplain to be crossed by the bypass is already filled by landfill operations to a height over the 100-year floodplain elevation; the roadway fill would require an additional 2.7 acres. Fill on the floodplain from either source would have little effect on local flood height or floodplain boundaries, because the lost storage would be made up by a very small increase in the Willamette River flood elevation. The increase in water level due to the highway fill would be imperceptible.

Drainage patterns in the area are continually being altered by development; the highway fill would contribute to that alteration. The nearly 7 acres of new pavement would slightly increase runoff amounts reaching waterways and decrease percolation into the groundwater table.

Runoff would enter Abernethy Creek and would include a variety of pollutants, such as petroleum products and some heavy metals. These adversely affect the aquatic environment, but to what degree is not known. Best estimates are the effects that would be minor in magnitude, local in extent, but long-term.

Twenty-two acres of land would be exposed to erosion during construction, 7 of which would be paved and 15 seeded and mulched. Sediments reaching Abernethy Creek would cause additional silting and add to turbidity peaks.

Segment 1 Modified

The type and severity of aquatic impacts described for Segment 1 would be the same for the 1-Modified option. There may be, however, a very small additional amount of fill and slightly more floodplain encroachment.

Segment 2, Corridor A

There would be two channel changes, one on Abernethy Creek at R.M. 1.7 and one at the mouth of Newell Creek. The Abernethy Creek change would cut off about 800 feet of stream, about 400 feet of which would be filled. The new channel would be about 600 feet long for a net stream length loss of 200 feet. The Newell Creek channel change would disturb about 600 feet of stream channel, about 400 feet of which would be filled. Some loss of stream length, between 200-300 feet, would occur by filling the channel.

Channel changes would result in loss of moderate quality salmonid habitat where channels are filled and where streamside vegetation is cleared. Loss of streamside vegetation means loss of organic supply, loss of food and alteration of water quality factors such as temperature and oxygen. Because of these changes, overall productivity of the entire stream would be lowered. The lowered productivity would be of moderate intensity and long-term.

Physical alteration of the streams would occur, including: increased water velocities, stream gradients, and sedimentation/erosion patterns. Further, roadway fill would moderately decrease flood storage and alter floodplain boundaries in this segment on Abernethy Creek. These changes would be short- to medium-term.

Short-term construction effects would include increased turbidity and lowered oxygen levels at and downstream of channel change sites, and destruction of organisms during construction.

Construction of the bridge over Abernethy Creek would result in minor impacts such as: small permanent loss of stream bank and streamside vegetation; short- to medium-term erosion and sedimentation; temporary water quality degradation during construction, primarily by increased turbidity, and minor long-term increased road runoff.

Six culvert crossings, 5 on Newell Creek tributaries and 1 on Abernethy, would have the following effects: permanent loss of aquatic habitat where culverts are placed and loss of streamside vegetation and organic debris. Short-term construction impacts would include downstream turbidity, lowered oxygen and stream channel disturbance. Erosion from cleared areas and backfill would be of medium-term. The impact of culvert placement on Abernethy Creek would be of moderate intensity.

The culvert placement on the Newell Creek tributaries would be away from their confluences with the main creek, but the extreme steepness of the canyon would accentuate downstream effects. Fish passage is not required at these culverts because fish do not travel that far upstream. Further downstream, however, these tributaries are important to fish as refuge areas, especially for juveniles during periods of floods, high turbidity and high turbulence in larger streams.

About 74 acres would be cleared and grubbed, 23 of which would be paved and 51 seeded and mulched. About half of this is presently forested. Impacts associated with this would include: alteration of groundwater/surface water ratio, increased erosion and increased pollutants from road runoff. The new pavement (covering about 1.3% of the watershed) would cause water to run into ditches and Newell Creek as opposed to percolating into the ground. This would slightly increase total runoff, change the nature of high water and make peak floods sharper, shorter and higher. Further, because this corridor crosses a recharge area, groundwater supplies would be slightly reduced and low flows in the creeks would be lowered.

Floodplain loss would be about 7.1 acres, with similar floodplain impacts as discussed previously.

Sedimentation would also increase as a result of construction, on a medium- to long-term basis. Because of the higher flows, the sediment yield would be higher. The distance Corridor A is from the streams would reduce sediment amount, but the surface runoff increase would still cause channel adjustment and contain various roadway pollutants.

Segment 2, Corridor A Modified

Selection of the A-Modified option would significantly reduce aquatic impacts, as compared to the Corridor A route. The primary difference would be the elimination of one channel change on Abernethy Creek, greatly reducing adverse impacts. Additionally, there would be less encroachment on the

Abernethy Creek floodplain. The channel change at the mouth of Newell Creek may be reduced or eliminated, reducing the impacts there as well. In contrast, however, would be the very small increase in pavement area with attendant small increases in surface runoff.

Segment 2, Corridor B

The bridge crossing of Abernethy Creek would have similar impacts to that in Corridor A except that it would be located 140 feet downstream. Impacts upon Newell Creek and tributaries of one structure and four culverts are similar to that described for Corridor A, except that two culverts would have a more severe effect on Newell Creek itself. The increased severity of construction and moderate- to long-term impacts are due to location of the culverts nearer to the main creek. Much less disruption of aquatic habitat related to the structure on Newell Creek would occur with this corridor because: less stream channel would be disturbed; existing depth, width and gradient would be retained; and stream velocities would not be altered. Fish passage would be retained but 80 feet of stream would be removed from active use as fish habitat by disrupting the stream bottom. Microbial and invertebrate activity would continue however, on the bottom. Additionally, the structure would provide a shading effect.

The most severe impact of this corridor on the aquatic resource is the more than 0.9 mile of cut and fill within 200 feet of the very high quality habitat on Newell Creek. Even at its farthest point, cut/fill slopes are located within 1,000 feet of the creek on the steep, slide-prone canyon walls. About 80 acres of the canyon walls would be cleared and grubbed, 26 of which would be paved and 54 seeded and mulched. The adverse effects of having the roadway so close to the stream include: the removal of 26 acres of heavy forest cover, half of which is within 200 feet of the stream, would have a severe effect on stream ecology; highly erodible soils increase the chance of severe sedimentation, with attendant effects on the fishery; increased runoff and decreased infiltration would alter streamflow highs and lows; runoff pollutants would enter the creek; and the frequency of surges of debris moving suddenly downstream would increase, stripping the channel and resulting in degradation of fish habitat.

Removal of the large quantity of vegetation would markedly reduce the amount of organic debris entering the creek. The creek system is based on the organic debris for physical, biological, and chemical character and the heavy vegetative cover for low stream temperatures. Additionally, the increased pavement area would increase runoff and decrease groundwater percolation, similar to that described for Corridor A. Floodplain encroachment would be about 4.5 acres, with effects similar to those described for Segment 1.

Segment 2, Corridor B Modified

The Corridor B Modified option has significantly less aquatic impact than the Corridor B route. The highway fill would be further from Newell Creek, allowing a wider buffer strip for about 3,500 feet of stream length.

Comparative Summary, Corridors A and B

Table 4-1 provides a brief comparative summary of the impacts for Corridors A and B. Corridor A would result in the greatest number of impacts, but B would have the largest single impact on the aquatic environment.

Corridor A includes two channel changes, totalling 650 feet. About 300 feet of moderate quality stream habitat would be lost. One bridge and six culverts on upstream locations are planned. About 7.1 acres of floodplain would be affected and 950 feet of fill would be placed within 50 feet of Abernethy and Newell creeks. There would be a total of 74 acres of clearing and grubbing, 23 of which would be paved and 51 seeded and mulched.

Corridor B has no channel changes, but includes four culverts at more detrimental downstream locations. There would be more clearing and grubbing (80 acres), more paving (26 acres) and more seeding and mulching (56 acres). Floodplain encroachment is less, at 4.5 acres. The major impact is the nearly 5,000 feet of cut and fill slope within 200 feet of Newell Creek. About 38% of the entire creek would be located very near the cut/fill. Without major mitigation, this impact alone would render selection of Corridor B less favorable aquatically. If a buffer strip of sufficient width could be used, negative impacts on Newell Creek could be reduced greatly. Then the two alternatives would be more evenly matched, although Corridor A would still be preferable.

Segment 3

The culvert under Beaver Creek Road would be extended from 150 to 350 feet. No fish passage would be necessary because fish do not travel this far upstream. A small pond would also be filled. The primary effects would be downstream construction impacts of elevated turbidity, sedimentation, the slight lowering of oxygen and the loss of some vegetation.

Segment 3 Modified

The aquatic impacts of this option would be similar to those for the Segment 3 route. The net difference between the two relative to the pond would be minimal, but there would be slightly more pavement and surface runoff with the 3-Modified.

TABLE 4-1

COMPARISON OF CORRIDORS
WATER RESOURCES

(Figures are Approximations)

Corridor Impact	Corridor A	Corridor B
Channel changes	- 600' Channel change replaces 820' of Abernethy Cr. - Approx. 50' Channel change replaces 150' of Newell Cr.	None.
Stream length lost	200' Abernethy Cr. 100' Newell Cr.	None.
Bridge crossings	1 - Abernethy Cr. - free span	1 - Abernethy Cr. - free span
Culvert crossings	1 - Abernethy Cr. tributary 5 - Newell Cr. tributaries - upstream locations	4 - Newell Creek tributaries - downstream locations
Arch structures (Natural bottom)	None.	1 - Newell Cr.
Clearing and Grubbing	74 Acres	80 Acres
Paving	23 Acres	26 Acres
Seeding and Mulching	51 Acres	54 Acres
Cut/fill near waterways	None within 300' of Newell Cr.	4750' Cut/fill within 200' of Newell Cr. (38% of stream's entire length)
	950' Cut/fill within 50' Abernethy Cr. (includes) channel changes)	100' Fill within 50' of Abernethy Cr. (bridge crossing)
Flood plain encroachment	7.1 Acres	4.5 Acres

Mitigative Measures

If a Build alternative is selected, numerous measures could be taken to reduce long- and short-term aquatic impacts:

Erosion and Sedimentation Control:

The area exposed during construction would be kept to a minimum, both in terms of area cleared and area exposed at one time. These areas would be covered by hay, jute, or plastic as necessary. After construction, exposed slopes and stream banks would be seeded and mulched, planted in trees or shrubs or riprapped. Hay bales or other devices would be used to limit sediment movement to creeks.

Ditches would be placed on the top and bottom of cut slopes.

Sedimentation ponds would be used where necessary at channel change, culvert and bridge sites.

Channel Protection:

New channels would be dug and prepared before any water is diverted from the old channel to minimize disruption to biological communities.

Some sections of the existing stream channels at channel change sites which are designated to be filled could be left unfilled, connecting with the new channels. This would reduce loss of stream length, decrease flood storage losses, partially replace wetlands loss and provide refuges, breeding and nursing areas for fish and invertebrates.

Culverts would be of the type and installed in a manner which would facilitate fish passage where required. The bridge across Abernethy Creek and the natural bottom arch structure across Newell Creek would greatly reduce potential adverse impacts.

Equipment would be kept out of streams except where absolutely necessary during construction.

Activity in channels would be restricted to June 1-August 31 to protect migrating fish.

Fish rocks, meanders, river-run gravels, streamside tree plantings, etc., would be used where appropriate to improve habitat at channel change sites. Weirs or similar structures may be used to reduce water velocities.

Floodplain Encroachment:

Mitigative measures would be taken to prevent expansion of the "100-year" floodplain boundaries and increases in flood heights, by locally increasing flood storage capacity.

Structures and fill would be designed for passage of floodwaters so that flooding patterns will not endanger adjacent properties.

Channels and floodplains can be cleared at channel change sites to increase storage capacity.

Habitat Protection:

The severe effects of denuding, paving and filling on steep canyon walls could be greatly reduced by use of sufficiently wide buffer strips between the streams and highways. These would be about 100 feet or more in width, depending on physical characteristics of the affected area.

Miscellaneous Measures

Precautions would be taken to avoid spillage of cement, lime and similar materials and to prevent their entrance into streamways.

Consultation with appropriate agencies would continue if construction plans are developed so that location and design features that minimize impact would be selected.

WETLANDS

Introduction

Wetlands are natural or artificial areas which are saturated enough to develop water-loving plants and wet soil types. However, vegetation and wet soils may be lacking.

Wetlands perform many important functions, which if lost, often must be replaced. The cost of replacement is often high. For example, significant functions of wetlands include:

1. Floodwater transport - wetlands adjacent to streams increase the capacity to carry flood flows without affecting adjoining land.

2. Floodwater storage - wetlands store floodwaters and release them slowly, thereby reducing peak flood flows.

3. Erosion control - wetlands with their vegetation are effective in stabilizing soils.

4. Pollution control - wetlands filter sediments and organic matter and absorb nutrients.

5. Water supply relationships - wetlands are important in maintaining water supply quality by sediment and nutrient absorption. Wetlands may also contribute to recharging groundwater.

6. Productivity - wetlands are among the most productive environments, comparing favorably to intensively cultivated farmland. They contribute to the oxygen supply and are part of the complex food web. Waterfowl and other wildlife are the most familiar components of the wetland food chain, but there are other relationships as well.

7. Habitat - wetlands are among the richest wildlife habitats, providing cover, nesting places and food which support a vast range of waterfowl, mammals, reptiles and amphibians. About 1/3 of all rare and endangered species are located or dependent upon wetlands, although wetlands make up only 3.5% of the nation's land area.

8. Scientific, educational and recreation use - wetlands are valuable research and learning sites. They also provide recreation opportunities to hunters and wildlife enthusiasts.

Recognizing these values, the President in 1977 issued an executive order designed to avoid to the extent possible adverse impacts upon wetlands by federally funded projects. New construction in wetlands is to be avoided unless there is no practicable alternative. Such a project must include all practicable measures to minimize harm to wetlands that may result from such use.

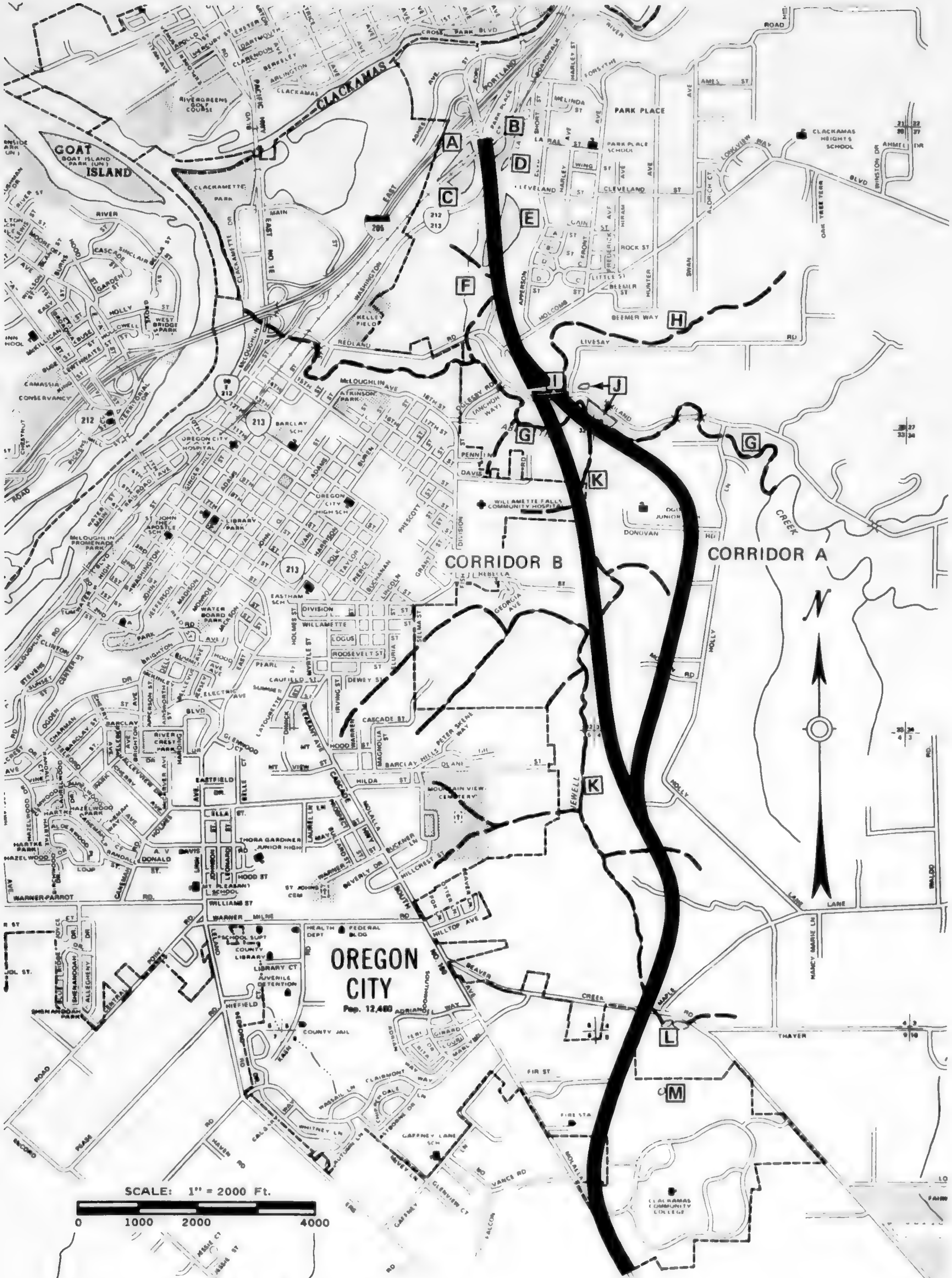
Filling or draining a wetland is a direct impact, with the severity dependent on the amount and quality destroyed. Significance of impact also depends on the loss of functional value (such as scientific, hydrologic or recreational) and whether similar wetlands exist in the area. Because wetlands vary widely in functional value, it is impossible to measure impacts solely by acreage destroyed. Indirect impacts to wetlands not in the path of the project could include sedimentation and water level changes.

Not all impacts are harmful, however, because some wetlands may be enlarged because of project construction.

Existing Setting

There are 43 acres of different types of wetlands within 1/2 mile of the project, with 2/3 of these in the vicinity of Segment 1. Figure 12-1

FIGURE 12-1
WETLANDS


A
B
C
D
E
F
G
H
I
J
K
L
M
GOAT ISLAND
CLACKAMAS
PARK PLACE
CORRIDOR B
CORRIDOR A
N
OREGON CITY
Pop. 12,460
CLACKAMAS COMMUNITY COLLEGE
WILLAMETTE FALLS COMMUNITY HOSPITAL
SCALE: 1" = 2000 Ft.
0
1000
2000
4000

shows the location of the specific wetlands in relation to the project corridors and Table 12-1 shows the description and values of each.

In Segment 1, wetlands A, B and C are dominated by willow and cottonwood. Located in the floodplain, their total size of about 11 acres; their wooded character give them moderate value for habitat and flood storage, but low value for other uses. None of the three would be directly affected by construction of the project. Wetland D is a small (0.2 acre) area characterized by reed canary grass, but with low functional values. About 10% of this wetland would be directly impacted by the project. Wetland E is an 11-acre area characterized by reed canary grass and elderberry. It is of moderate value for scientific and hydrologic functions, but of low value for others. The project would directly affect about 2.2 acres or 20% of this wetland. Wetland F has cottonwood and elderberry and is about 5.8 acres in size. This area has moderate biological and hydrologic value, but other values are low. The project would not directly affect this area.

There are five wetlands in Segment 2. Wetlands G, H and K are stream related: G is about 3.8 acres, H about 1 acre and K (in this segment) about 4.5 acres in size. Wetlands G and H have low scientific, low to moderate educational and moderate biological, recreational and water quality values, but high hydrologic value. A maximum of about 0.2 acre or 5% of this area would be directly affected by the Corridor A route, whereas none would be directly impacted by Corridor B. Wetland H would not be directly affected by the project. Wetland K in this segment is the highest value wetland in the immediate project area, with high values for biological, hydrologic and water quality uses and moderate values for other factors. The Corridor A route would directly affect about 0.3 acre or 7%, whereas the Corridor B route would directly impact 0.2 acre or 4%. Wetland I is characterized by sedges and duckweed and is very small (0.05 acre or 2,000 square feet). Of moderate value for biological and water quality concerns, it is of low value for other uses. The project would affect about 0.02 acre (900 square feet) or 40% of this wetland. Wetland J is about 3.8 acres in size, characterized by grasses. Of primarily low functional values (except for moderate hydrologic use), it would not be directly impacted by the project.

There are three wetlands in Segment 3. Wetland K is the continuation of the stream-related wetland in Segment 2, here 0.5 acre in size. Due to its location, it is of lower value than described in Segment 2, with only biological and water quality uses rating high value. It is of low value for educational, scientific and recreational use and moderate value for hydrologic factors. The project would directly impact up to 0.2 acre or 40% of its area. Wetland L is a shallow 0.9-acre pond, with low value for all uses except hydrologic and water quality, which have moderate values. The project would directly affect about 0.4 acre or 44%. Wetland M is a 0.3-acre pond; all functional values are rated low. The project would not directly affect this pond.

TABLE 12-1

WETLANDS SUMMARY
(Description, Classification, Function and Impact)

Segment	Map Symbol	Description	Dept. of the Interior Wetland Classification	Existing Values by Function (low, med., high)							Wetland Impact	
				Education	Biological	Scientific	Recreational	Hydrologic	Water Quality	Total Wetlands	Acres	% of Total
1	A	willow and cottonwood swamp with teasel, reed canary grass	palustrine, forested, broad-leaved decid., Salix, Populus trichocarpa	L	M	L	L	M	---	2.8	0	0
1	B	(Same as above)	(Same as above)	M	M	L	L	M	L	1.7	0	0
1	C	(Same except trees are small)	palustrine, scrub, broad-leaved, decid., Salix, Populus trichocarpa	M	M	L	L	M	---	6.4	0	0
1	D	meadow with reed canary grass	palustrine, emergent, narrow-leaved, Phalaris arundinacea	L	L	L	L	L	---	0.2	0.02	10
1	E	meadow with reed canary grass, thistle and elderberry	(Same as above)	L	L	M	L	M	---	11.0	2.2	20
1	F	drainage ditches with cottonwood and elderberry	palustrine, shallow water/benthos	L	M	L	L	M	L	5.8	0	0
								Segment 1 Total		27.9	2.22	8
2	G	Abernethy Creek channel	riverine, lower perennial, shallow water/benthos	L	M	L	M	H	M	1.8	0	0
2	H	North tributary to Abernethy Creek	(Same as above)	L	M	L	M	H	M	1.0	0	0
2	I	ditch with slough sedge, waterwort, duckweed	palustrine, emergent, narrow-leaved, Carex obnupta	L	M	L	L	L	M	0.05	0.02	40
2	J	meadow with barnyard grass	palustrine, emergent, narrow-leaved, Echinochlea Crusgalli	L	L	L	L	L	---	0.3	0	0

TABLE 12-1 (cont'd)

Segment	Map Symbol	Description	Dept. of the Interior Wetland Classification	Existing Values by Function (low, med., high) Education	Biological	Scientific	Recreational	Hydrologic	Water Quality	Total Wetlands	Wetland Impact Acres		% of Total	
											Corridor A	B	A	
2	G	Abernethy Creek channel	riverine, lower perennial, shallow water/benthos	M	M	L	M	H	M	2.0	0.2	0	10	
2	J	Meadow with barnyard grass	palustrine, emergent, narrow-leaved, Enchinochloa Crusgalli	L	L	L	L	M	---	3.8	0	0	0	
2	K	Newell Creek channel	riverine upper perennial, shallow water/benthos	M	H	M	M	H	H	4.5	0.3	0.2	7	4
							Segment 2 Total			13.15	0.52	0.22	4	2

Segment	Map Symbol	Description	Dept. of the Interior Wetland Classification	Education	Biological	Scientific	Recreational	Hydrologic	Water Quality	Total Wetlands	Wetland Impact Acres	% of Total
3	K	Newell Creek channel	riverine upper perennial, shallow water/benthos	L	H	L	L	M	H	0.5	0.2	40
3	L	shallow ponds with willows	pulustrine, shallow water/benthos	L	L	L	L	M	M	0.9	0.4	44
3	M	shallow pond	(Same as above)	L	L	L	L	L	L	0.3	0	0
							Segment 3 Total			1.7	0.4	35

	Total Wetlands	Corridor A	B	A	B
Project Total:	43.1	3.3	3.0	8	7

Environmental Impacts

Table 12-1 shows the description, classification, functional values and impacts of both project Build alternatives on wetlands. At a maximum about 3.3 acres or 7-1/2% of the 43 acres of wetlands would be directly affected by a Build alternative. Of this, 0.6-0.7 acre of moderate to high value wetlands, represented by Newell and Abernethy creeks, would be impacted (8.5%-10% of the moderate to high value wetlands).

No-Build Alternative

Wetland E would probably be gradually filled by sanitary landfill operations if the project is not built. Wetlands D, F and part of E are likely to remain, but may be relocated as part of the landfill operation. Wetlands A and C would probably be little changed, but wetland B may dry up because its water level is related to that in the landfill.

Wetlands G, H, and I would also be little altered if Redland Road is not widened. Wetland J should also remain as it now exists because it is unsuitable for construction.

The Newell Creek Basin is under increasing pressure for development; with such activity, runoff would increase and cause erosion, altering wetland K. Development would also cause the channels to dry up sooner after rains than currently. Impacts to wetland ponds L and M by selection of the No-Build alternative would depend upon the owners' plans; therefore, impacts are not determinable.

Build Alternative

Segment 1

A total of 2.2 acres of limited value wetland would be eliminated by the project, primarily in area E. This is 20% of wetland E and 10% of D, but only 8% of the total wetlands in the segment. No high value wetlands would be affected. Further, even though wetlands B and C would be included in the highway right-of-way, no direct impacts would occur because no fill would extend into them.

Segment 1 Modified

Selection of this option would result in reduced impacts as compared to the Segment 1 design option. Wetland D would not be affected and the indirect effects to wetland F would be slightly reduced.

Segment 2, Corridor A

Wetlands taking would be about 1/2 acre: 0.2 acre from the 3.8-acre area G along Abernethy Creek; 0.3 acre from the 4.5-acre Newell Creek wetland (K); and 0.02 acre from the 0.05-acre area I. These are moderate, moderate/high and low value wetlands, respectively. This route would directly affect 5% of area G, 7% of K and 40% of wetland I. These direct impacts include: filling and relocating a 400-foot section of Newell Creek, with a net loss of 200 feet of stream wetland; filling and relocating a 420-foot section of Abernethy Creek, with a net loss of 200 feet; and six tributary wetlands of Newell and Abernethy creeks would be partially filled and their flows placed through culverts.

Abernethy Creek (G) would not be directly affected at the bridge site, but would experience disturbance during construction. There may also be indirect impacts, such as sedimentation, to Newell Creek (K).

Segment 2, Corridor A Modified

Selection of this option would significantly reduce adverse impacts on wetlands associated with Abernethy Creek (G), because the channel change would not be necessary. Otherwise, impacts are similar to those indicated for Segment 2, Corridor A.

Segment 2, Corridor B

Direct impacts to wetlands would be about 0.22 acre; 0.02 acre from area I, a low value wetland and 0.2 acre from the moderate/high quality Newell Creek wetland (K). Forty percent of the first would be taken, but only 4% of area K would be directly affected. These include the filling of small portions of five tributaries of Newell Creek and placing their flows in culverts. Because this corridor lies close to Newell Creek, there could be considerable indirect construction impacts, including sedimentation. However, construction of structures over Abernethy and Newell creeks would have little direct impact.

Segment 2, Corridor B Modified

Indirect impacts to stream wetlands (K) along Newell Creek would be considerably reduced, as compared to the 2-B option. Other impacts as described for the 2-B option would be the same for the 2-B Modified route.

Segment 2, Comparative Summary

The difference in wetlands impacts between Corridors A and B in acreage is insignificant, in regard to quality and the differences in indirect construction impacts. The Modified options would have less wetland impacts than the 2-A and 2-B options.

Segment 3

Wetlands destruction would be about 0.6 acre: 0.2 acre from the moderate value Newell Creek (area K) and 0.4 acre from the low/moderate value ponds (L) at Beaver Creek Road. About 44% of the ponds and 40% of area K (in this segment) would be directly impacted. The loss of the ponds would affect flows in Newell Creek. The direct impact to Newell Creek wetlands would be two channel shifts.

Segment 3 Modified

The more southward location of the reconstructed Beaver Creek Road associated with this option would eliminate the impact to the small wetland upstream from the ponds (L). Other impacts would be similar to those described for Segment 3.

Mitigative Measures

Four basic methods for minimizing wetlands loss are available: replacement, improvement, design features incorporated into the project, and use of special measures during construction. The temporary construction measures primarily involve erosion and sedimentation control, including collecting sediment before it enters wetlands and rerouting runoff to avoid erosion on cuts and fills. The specific methods of replacement and/or enhancement of significant wetlands impacts will be developed during future stages of project development if a Build alternative is selected.

BIOLOGY

Existing Setting

Three distinct categories of habitat exist, governed by:

1. urban development,
2. natural succession, or
3. agriculture.

These closely coincide with Segments 1, 2, and 3.

Segment 1

Grassland and barrens (biologically unproductive land) make up 72% of the area. Natural and human disturbance of the habitats is frequent, resulting in low diversity habitats. Animal life present are those adapted to man and unstable habitats. Of the 154 species studied for the area, 31 (20%) are found in this area, with 3 requiring very specific habitat conditions.

Segment 2, Corridor A and Corridor A Modified

Upland and riparian (stream-associated) forest and cultivated grassland are the dominant habitats; 48% and 33%, respectively. This corridor contains the most variety of habitat and therefore the greatest variety of animal life. Species present in this corridor are 64% of those evaluated, with 37 requiring very specific habitat conditions.

Segment 2, Corridor B and Corridor B Modified

Mixed deciduous-coniferous forest dominates 72% of the area, 25% of which is stream-associated forest. Vegetation cover is continuous and little disrupted by man. Of the species evaluated, 76 are present, with 36 requiring specific habitat conditions.

This corridor has one overriding characteristic favorable to wildlife that sets it apart from Corridor A and Segments 1 and 3: it is relatively isolated from human disturbance. Natural succession is therefore far more important than elsewhere along the various segments. This combination of isolation and complex habitat are unique when viewed in the perspective of the project.

Corridor A/A Modified and Corridor B/B Modified Comparison

Wildlife habitat conditions along both corridors are of high quality. But although certain aspects of the habitat in Corridor A exceed that of Corridor B, Corridor B is the most valuable for existing and future wildlife resources, due to:

1. less frequent site disturbance;
2. lower frequency of human disturbance;
3. larger percentage of species requiring specific habitat conditions;
4. isolation.

Segment 3

Predominant habitat is grassland, most of which is cultivated. Human disruption of the habitat is infrequent. Characteristic species number 62, while 9 require specific habitat conditions.

Environmental Impacts, Corridor A and Corridor B Routes

Although the aspects of environmental change analyzed are presented separately, they are not necessarily independent of one another, nor do they necessarily have similar effects on the same species.

Habitat Loss, Gain and Conversion

Table 5-1 shows the amount of each habitat type in the construction zone, the amount of direct habitat loss, the amount of habitat converted to another type and the duration of the impact. The Corridor B route has the greatest impacts, affecting 105 acres of habitat, whereas the Corridor A route affects 85 acres. Of course, selection of the No-Build alternative would not affect additional habitat.

Other Impacts

An analysis of the habitat stability indicates that the project would leave the Corridor B habitat route less stable in terms of habitat than the Corridor A route. Therefore, the Corridor B route would be more severely impacted by the bypass project.

The Corridor B route also would result in the highest loss of biological energy productivity (43 acres). The Corridor A route would lose 39 acres and the No-Build no acres of biological energy production.

The existing highway presents little danger to deer or motorists because urban and suburban development have altered habitat to the point where the presence of deer is unlikely. The hazard should decrease further as land development proceeds.

Construction of Corridor A or B would increase the probability of auto/deer collisions, primarily in Segment 2. Corridor B has the highest probability, whereas Corridor A would have 83% of that for Corridor B.

Environmental Impacts, Corridor A Modified and Corridor B Modified Routes

Wildlife impacts of the Corridor A Modified and Corridor B Modified routes are similar in terms of type to those described for the A and B routes; i.e., the proportion of the specific habitat types that are lost and converted, the change in habitat stability and the affected species requiring specific habitat conditions.

The primary difference between the Modified routes and the A and B routes is quantitative. Each Modified route requires more right-of-way than its counterpart. Therefore, losses of biological energy productivity are more for the Modified routes.

Threatened or Endangered Species

None of the alternatives would result in effects contrary to the Endangered Species Act. Procedures set forth by the 1978 Endangered Species amendments for coordination with the U.S. Fish and Wildlife Service are currently in process.

TABLE 5-1

WILDLIFE HABITAT, EXISTING AND PROPOSED CONDITIONS

By Alternative and Segment in Acres

Habitat Types	Existing Habitat		Segment 1		Segment 2-A		Segment 2-B		Segment 3	
	Corr. A	Corr. B	Paved	Not Paved	Paved	Not Paved	Paved	Not Paved	Paved	Not Paved
Woodland	46.5	70.0	0.7	1.4	11.0	24.4	19.2	41.2	2.8	6.2
Brush	15.1	11.6	1.2	2.8	3.3	7.3	2.4	5.0	0.2	0.3
Grassland (Tended)	45.4	32.5	1.7	(3.7)	7.6	(16.6)	3.0	(6.5)	4.9	(10.9)
Grassland (Wild)	8.7	11.9	1.8	4.1	0.4	1.0	1.5	3.0	0.4	1.0
Barren	9.3	9.0	(1.5)	[3.2]	(0.7)	[1.4]	(0.5)	[1.1]	(0.8)	[1.7]
Totals	125.0	135.0	7.0	15.2	23.0	50.7	26.6	56.8	9.1	20.1
Net Direct Habitat Loss	N/A	N/A	5.5		22.3		26.1		8.3	
Net Habitat Conversion				8.3		32.7		49.2		7.5
Total Habitat Affected						84.6		104.9		

	Segment 1	Segment 2-A	Segment 2-B	Segment 3
Long-Term Impacts (over 20 years)	6.8	46.7	67.3	14.5
Medium-Term Impacts (2-20 years)	2.8	7.3	5.0	0.3
Short-Term Impacts (0-2 years)	4.1	1.0	3.0	1.0
No Change	5.2	17.3	7.0	11.7
Long-Term Gains	[3.2]	[1.4]	[1.1]	[1.7]
Total Area Affected	22.1	73.7	83.4	29.2

Net Losses - Long-Term
A Route - 61.7 acres
B Route - 82.6 acres

( ) - No Change
[ ] - Positive Change
(All values are negative to wildlife except those marked with [ ].)

Impact Summary

Table 5-2 provides a brief summary of wildlife-related environmental impacts. In all respects but one, the Corridor B route results in the maximum amount of long-term wildlife impact. Corridor A has roughly 90% of the overall impact of B and the No-Build alternative results in minimal additional impact.

The various options in order of increasingly severe wildlife impacts are about:

1. No-Build	Relative Impact 8%
2. Build, Corridor A route	Relative Impact 80%
3. Build, Corridor A Modified route	Relative Impact 85%
4. Build, Corridor B route	Relative Impact 90%
5. Build, Corridor B Modified route	Relative Impact 100%

Mitigative Measures

Minimization of adverse wildlife impacts would best be accomplished by selecting the alternative which has the optimum balance between fulfilling transportation goals and the least irreversible or long-term wildlife impacts.

In Segment 3 the right-of-way may include plantings of trees and shrubs producing a variety of foods for songbirds and forming hedgerows. Brush piles from cleared and grubbed areas may be located within grassy areas close to the forest edges along Segment 2, in order to form shelter until shrub and tree plantings are established. This would occur only within the right-of-way.

In Segment 2, where the majority of road kill hazards would be located, visibility would be improved by tapering cut/fill transition areas where appropriate further away from the highway. Brush piles may be placed to not reduce visibility and to prevent shaded ice-retaining areas from forming.

Segment 1 would be planted to vegetation beneficial to wildlife.

CLIMATE AND AIR QUALITY

Existing Setting

Climatology

Northwest Oregon climate is strongly moderated by the Pacific Ocean. Summers are often dry and sunny, but by November polar fronts dominate the weather. However, frequent periods of stagnant weather occur between fronts. Pollutant levels, especially oxidants, tend to build up when winds are light. Further, frequent inversions form in autumn and winter, trapping pollutants. Fall and winter generally have the highest concentrations of automobile-related

TABLE 5-2

IMPACT SUMMARY AND RELATIVE SEVERITY OF THE ALTERNATIVES WILDLIFE RESOURCES

Impact	No-Build	Corridor A	Corridor B	Impact Long Term	Impact Irreversible
Total Habitat Loss and Conversion (Acres)	0	85	105		
Long Term Habitat Loss and Conversion (Acres)	0	62	83		
Percent of Maximum Impact	0%	75%	100%	X	
Habitat Stability Decrease (Index Values)	0	-281	-333		
Percent of Maximum Impact	0	84%	100%	X	
No. Of Affected					
Faunal Species: Segment 1	N/A	3	3		
(Requiring Very) Segment 2	N/A	37	36		
(Specific Habitat) Segment 3	N/A	9	9		
Percent of Maximum Impact	N/A	100%	98%	X	
Annual Biologic Energy Loss					
a. Kilowatt Hours x 10^6	1.7	3.3	3.5		
Percent of Maximum Impact	48%	93%	100%	X	X
Road Kill Hazards					
a. Zone Hazards (Feet)	0	4170	5870		
b. Point Hazards (No.)	2	20	21		
Percent of Maximum Impact	5%	83%	100%	X	X
Cumulative Percentages of Maximum for all Impacts	53	519	598		
Average Percent of Maximum Impacts	9%	87%	99.7%		

primary pollutants, especially carbon monoxide (CO), because of these two factors. Oxidants, however, generally have their highest levels during warm sunny weather because their formation requires sunlight.

Air Quality Standards

Various pollutants pose threats to human health and welfare. Additionally, they can damage vegetation, animals and property. Therefore, standards have been established which set upper limits on permitted concentrations. Pollutants for which standards have been set include: carbon monoxide, photochemical oxidants (PO_x), nitrogen dioxide (NO_2), total suspended particulates (TSP) and lead (Pb). The standards and the effects of each pollutant are briefly presented in Table 6-1. The primary standards are designed to protect public health; the secondary standards are to prevent other adverse effects of air pollution and to protect vegetation, animals and property.

Motor vehicles are significant sources of pollution, especially carbon monoxide, hydrocarbons, nitrogen oxides, particulates and lead. The hydrocarbons and nitrogen oxides are involved with sunlight and warm temperatures in complex reactions that form PO_x. PO_x, a secondary pollutant, is not emitted directly. Reactions that form PO_x take time and for that reason high concentrations of PO_x will often be found miles away from the major source of pollutants.

Pollutant concentrations are a function of several factors, including emission rates and weather conditions. Automobile emission rates are directly proportional to the volume of cars, but are also influenced by vehicle speed, vehicle age and air temperature. The federal government requires auto manufacturers to build cars that will progressively reduce emission rates in the future. Therefore, future pollutant concentrations will not necessarily always increase with traffic volumes.

Air Quality-General

Oregon City and the project alternatives are located in the Portland-Vancouver Air Quality Maintenance Area (AQMA). This area does not meet standards for TSP, CO, and PO_x. The maximum PO_x concentrations are located at the Carus monitoring station seven miles south of Oregon City. The PO_x standard is currently being exceeded in the project area, whereas TSP concentrations are below standards. CO concentration data were not available, but studies expected violations of the standard.

Because of the lack of CO data, ODOT implemented a monitoring program to determine existing concentrations. From October 9 to December 22, 1978, CO levels were measured at ten sites in the project area.

TABLE 6-1

FEDERAL AND STATE OF OREGON AMBIENT AIR QUALITY STANDARDS

POLLUTANT	DESCRIPTION	SAMPLING PERIOD	PRIMARY STANDARD	SECONDARY STANDARD
Sulfur Dioxide (SO_2)	Result primarily from the combustion of sulfur containing fossil fuels. Their presence has been associated with the increased incidence of respiratory diseases,increased death rates and property damage.	Annual arithmetic mean	80 ug/m^3	60 ug/m^3
		24-hour maximum*	365 ug/m^3	260 ug/m^3
		3-hour maximum*	---	1,300 ug/m^3
Total Suspended Particulates (TSP)	Particulate matter, either solid or liquid, may originate in nature or as a result of industrial processes and other human activities. By itself or in association with other pollutants, particulate matter may injure the lungs or cause adverse effects elsewhere in the body. Particulates also reduce visibility and contribute to property damage and soiling.	Annual Geometric mean	75 ug/m^3	60 ug/m^3
		Oregon Standard	60 ug/m^3	
		24-hour maximum*	260 ug/m^3	150 ug/m^3
Carbon Monoxide (CO)	Carbon monoxide is a by-product of the incomplete burning of the carbon-containing fuels and of some industrial processes. The most abundant source of this pollutant is the internal combustion engine. It decreases the oxygen-carrying ability of the blood and, at levels often found in city air, may impair mental processes.	8-hour maximum*	10 mg/m	Same as Primary
		1-hour maximum*	40 mg/m^3	Same as Primary
Photochemical Oxidants (PO_x)	Photochemical oxidants are produced in the atmosphere when reactive organic substances, chiefly hydrocarbons, and nitrogen oxides are exposed to sunlight. Photochemical oxidants irritate mucous membranes, reduce resistance to respiatory infection, damage plants and contribute to the deterioration of materials.	1-hour maximum**	240 ug/m^3	Same as Primary
		Oregon Standard*	160 ug/m^3	
Nitrogen Dioxide (NO_2)	Nitrogen oxides usually originate in high-temperature combustion processes. The presence of nitrogen dioxide in the air has been associated with a variety of respiratory diseases. Nitrogen dioxide is essential in the natural production of photochemical oxidant.	Annual arithmetic mean.	100 ug/m^3	Same as Primary
Lead (Pb)	Airborne lead results primarily from automotive emissions. Symptoms of mild lead intoxication include loss of appetite, drowsiness and abdominal pain. Ingestion is the prime method leading to elevated blood-lead levels. Airborne lead, by settling out, may contaminate dirt and dust thus becoming potentially harmful.	One month average average (Oregon Standard)	3.0 ug/m^3	---
		Three month average	1.5 ug/m^3	

*Not to be exceeded more than once annually.
**Not to be exceeded more than one day per year.

ug/m^3 = micrograms per cubic meter
mg/m^3 = milligrams per cubic meter

The weather in the project area is often conducive to high pollutant concentrations. Together with the large upwind source of pollutants at Portland, the climate leads to high oxidant concentrations. The stagnant air between fronts coupled with very stable air are linked to the high CO concentrations in the autumn and winter.

Carbon Monoxide - Results from the available data indicate that there were three 8-hour CO concentrations in excess of the 8-hour standard of 8.7 parts per million (ppm) at two of the ten monitoring sites: The Thriftway at the Beaver Creek/Molalla intersection and the Oregon City Retirement Home on Washington Street. The CO standard therefore is exceeded only along existing Highway 213 between Redland and Beaver Creek roads. Analysis indicates that the second highest 8-hour concentration level is about 12.4 ppm, about 40% higher than the standard.

Nitrogen Dioxide - The maximum annual concentration of NO_2 is well below the primary and secondary standards in Portland. NO_2 measurements are not made at Oregon City, but it is assumed that Oregon City does not have violations of the NO_2 standard (based on concentrations found in Portland).

Total Suspended Particulates - No more than one time per year has the standard for TSP been exceeded; therefore, there is no violation of the standard in the Oregon City area.

Lead - The quarterly standard has been violated only once in Oregon City since 1973. It is unlikely that the standard for lead concentrations will be again violated in Oregon City. The average lead content of gasoline is decreasing and the average fuel economy is increasing. These reductions in lead should far outweigh any increases due to traffic volume increases.

Sulfur Dioxide - The SO_2 standard is not exceeded anywhere in Oregon.

Photochemical Oxidants - The standard for PO_x was recently revised from 0.08 ppm to 0.12 ppm. The maximum oxidant concentration in the AQMA is thought to be in the Oregon City vicinity, with levels frequently exceeding the newest standard. This means that the AQMA must develop emission control strategies so that the standard will be met by 1983. (Some extension of that deadline may be possible.) The Oregon Department of Environmental Quality estimates that the PO_x standard will not be attained by 1983 or 1987. DEQ recommends a 50% reduction in PO_x levels by 1987.

Environmental Impacts

General

The pollutants of concern in the Oregon City area are carbon monoxide, total suspended particulates and photochemical oxidants. Nationally, transportation sources contribute 78% of the CO, 47% of the NO_x, 42% of the hydrocarbons, 7% of the TSP and 2-1/2% of the sulfur oxides to air pollution. However, total pollutant emissions from automobiles are expected to decrease, due to more stringent controls on vehicle emissions, even though total vehicle miles are expected to increase.

The emission rates per vehicle and traffic volumes are used to find the emission rate from a roadway section. This information is also used to determine pollutant concentrations and total emissions due to the project.

Carbon Monoxide - Calculations indicate that emissions in Oregon City must be reduced by 30% before the standard at the Retirement home is attained.

No-Build Alternative - Emissions would be lower than those required to violate the standard beginning in 1985.

Build Alternative - Emissions would be lower than those required to violate the standard as soon as the bypass would be opened and continuing into the future. This alternative is clearly superior in downtown Oregon City.

Near the Park Place Interchange, both the Build and the No-Build alternatives would meet the CO standard by 1984. Similarly, along the bypass route, maximum concentrations for the Build or No-Build alternatives would be well below the standards.

In summary, it appears that under either alternative all CO air quality standards would be met by 1985. Attainment of the 8-hour standard would take longer for the No-Build, with violations expected through 1983 in downtown Oregon City. The No-Build would continue to result in levels near the standard but decreasing to a maximum of about 2/3 of the standard in 1997. The Build alternative would result in the CO standard being met everywhere as soon as the project is completed. Although the Build alternative would cause increases in CO concentrations near the proposed project, the standards would not be violated.

Nitrogen Oxides - The Build and No-Build alternatives would not cause violations to the NO_x standards in the Oregon City area.

Total Suspended Particulates

No-Build - Vehicle travel in Oregon City would increase, with the possibility that occasional violations to the TSP standard would occur.

Build - No TSP standard violations should occur through 1997 in Oregon City with the Build alternative. Construction activity would contribute to TSP levels, but such construction would generally occur in areas where TSP levels are now low. Additionally, the Build would increase TSP levels adjacent to the project which now have low levels, but would not exceed the standards.

Lead - Neither alternative is expected to cause violations of the lead standard through 1997. However, in case of extremely poor dispersion conditions, the No-Build would be more likely to result in exceeding the standard.

Sulfur Dioxide - The impact of either alternative should be negligible.

Photochemical Oxidant - DEQ has determined that a 50% reduction in volatile organic compounds is necessary to just meet standards. Neither the Build nor No-Build alternative would result in reductions as large as necessary to meet the standards by 1983, although the No-Build would result in a slightly larger reduction than the Build. By 1987, however, the reduction in hydrocarbons due to either alternative would be at least 50%, thereby fully contributing towards attainment.

Construction Impacts - Construction impacts on air quality result from construction vehicle emissions, particulates from clearing and related activities, and emissions from altered traffic flows and patterns. Construction would generally occur in predominantly undeveloped areas, but increases in the various chemical pollutants are not expected to be large enough to exceed standards.

The greatest impact would be on total suspended particulates, due mainly to dust caused by construction. The 24-hour secondary standard for TSP may be violated by construction. To minimize this effect, water would be sprayed on work surfaces to suppress dust. Different activities which cause excessive dust would generally not be scheduled on the same day.

Induced Growth Effects on Air Quality

Initially, construction of the bypass would produce significant decreases in traffic volumes in downtown Oregon City. Over the years however, net increases in traffic would occur with the Build alternative over the No-Build. This is because land development and therefore traffic growth would be facilitated by the Build alternative. Growth could be smaller with the No-Build. According to the traffic analysis, traffic trips with the Build would be about 102,000 per day in 1997, whereas the trips with the No-Build would number about 86,000. Therefore 16,000 trips per day in 1997 are considered to be traffic growth induced by building the bypass. The induced traffic growth is most noticeable near the Park Place Interchange and south of Beaver Creek Road.

The effects of the induced traffic would be primarily reflected in CO and ozone concentrations. The effect on the induced traffic in the project area away from downtown Oregon City would be higher CO concentrations than if the induced growth did not occur. But it is estimated than even with the increases, the CO standards would not be violated.

Hydrocarbon emissions and ozone levels would be less by 1997 with the Build alternative than with the No-Build, even with the induced traffic.

SOUND ENVIRONMENT

Existing Setting

The existing sound environment in the project area varies,with noise originating from both man-made and natural sources. Thirteen sites along the existing and proposed routes were measured to determine existing sound levels and their effects at various locations, as shown on Figure 7-1. Sites 2, 4, 5, 6, 7, 12, and 13 are dominated by traffic noise. At sites 10 and 11, more distant traffic noise prevails. The other sites are dominated by low level natural noise sources, although sites 1, 3, 8, and 9 often have noise originating from over-flying light and jet aircraft. The extent to which the airplanes contribute to the overall sound environment is dependent upon the amount of traffic noise present. Locations near the heavily traveled roads have high enough traffic noise levels to mask the aircraft sound, but most areas along the proposed bypass are far enough away from heavy traffic so aircraft are easily heard.

Environmental Impacts

Environmental impacts analyzed are of two general types, based upon their duration: 1) construction, and 2) long-term. Areas near the proposed bypass would be exposed to additional noise during construction if the Build alternative is selected. This noise, although temporary in nature, can be annoying, especially during the quieter hours. The noise would be emitted by construction equipment.

Long-term effects are divided into two classes of impacts: when the predicted noise levels 1) exceed federal design noise standards, or 2) substantially exceed existing sound levels.

Figure 7-2 shows the predicted changes in noise levels that would occur 50 feet from the road centerline along various highway sections if the Build alternative is selected. Table 7-1 illustrates the predicted changes in noise levels for the Build and No-Build alternatives. Several comparisons stand out:

1. If the No-Build is selected, traffic noise would noticeably increase from 1977-1997 only along Maple Lane, Holly Lane, Redland Road and I-205. Smaller, but unnoticeable increases would occur along existing route 213 (from Clackamas River Road to I-205 and between Warner-Milne and Holmes); along Main Street; a short section of McLoughlin Boulevard from 14th Street to I-205 and; Portland Avenue.

FIGURE 7-1
NOISE
MONITORING SITES

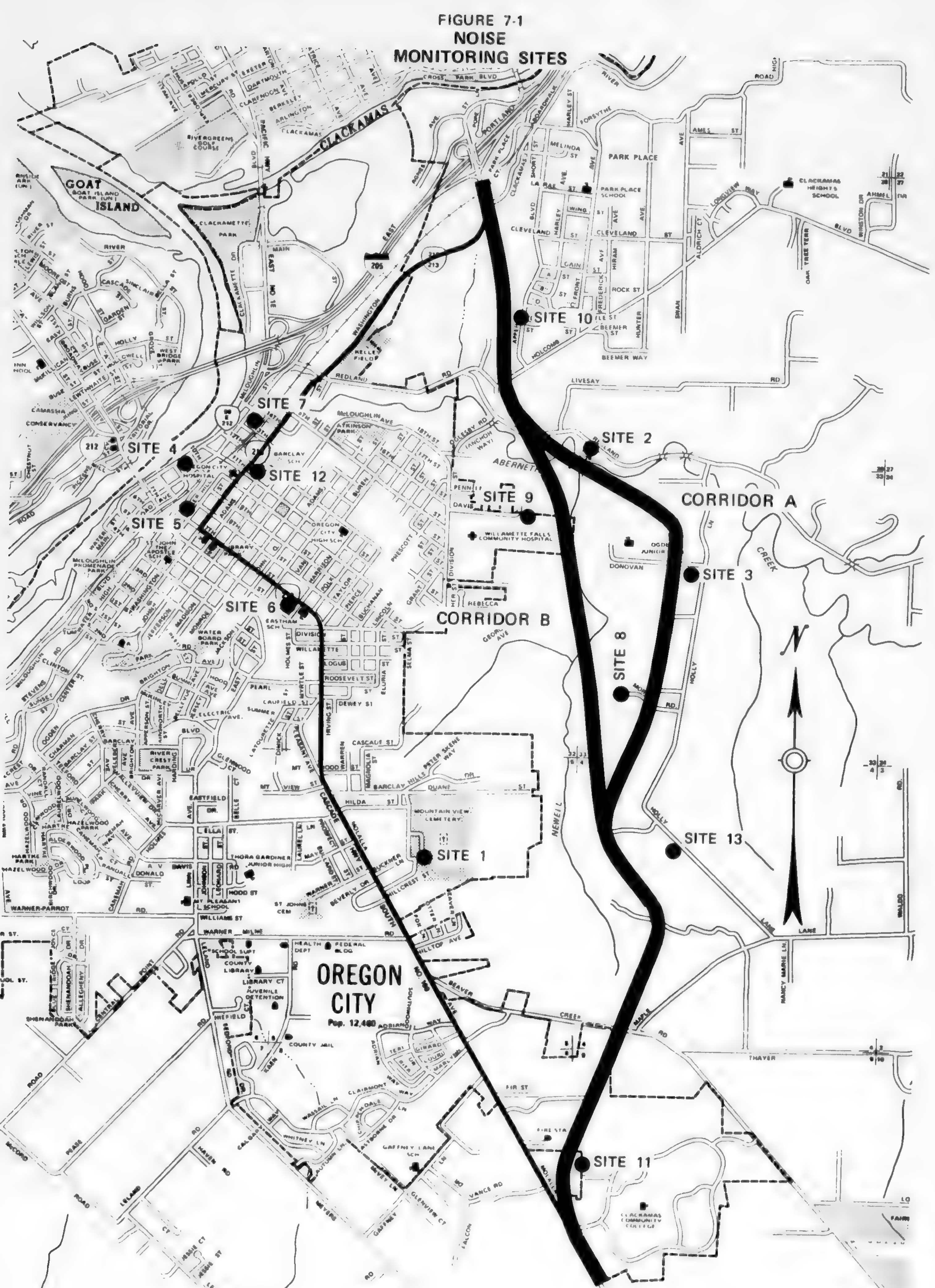

SITE 1
SITE 2
SITE 3
SITE 4
SITE 5
SITE 6
SITE 7
SITE 8
SITE 9
SITE 10
SITE 11
SITE 12
SITE 13
CORRIDOR A
CORRIDOR B
OREGON
CITY
Pop. 12,480
N
GOAT
ISLAND
CLACKAMAS
PARK PLACE
CLACKAMAS COMMUNITY COLLEGE
WILLAMETTE FALLS COMMUNITY HOSPITAL
OREGON CITY HIGH SCH
205
213
212

FIGURE 7-2

ROAD SECTION KEY AND TRAFFIC NOISE LEVEL CHANGES

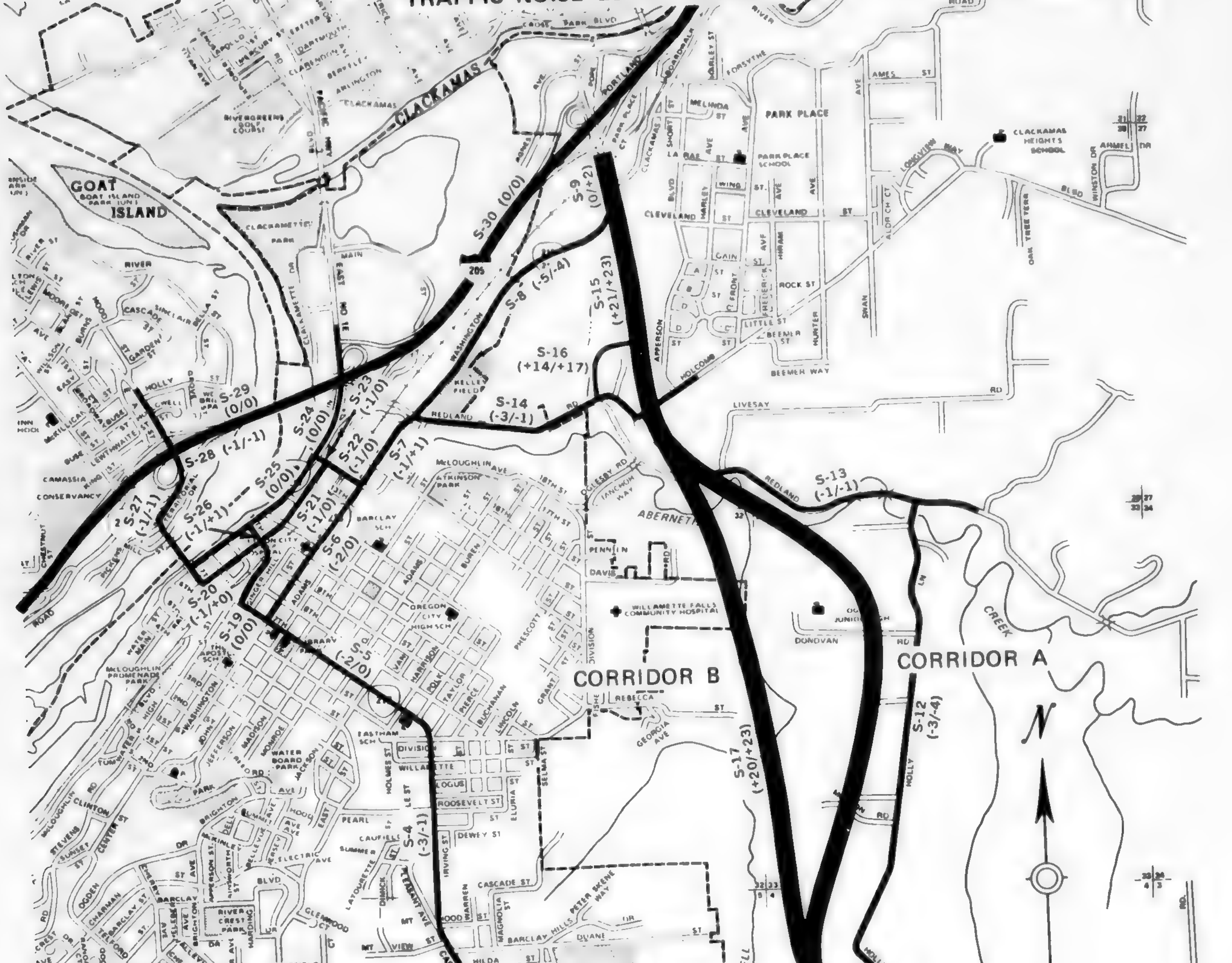

CLACKAMAS
GOAT ISLAND
S-30 (0/0)
S-9 (0/+2)
S-8 (-5/-4)
S-15 (+21/+23)
S-16 (+14/+17)
S-14 (-3/-1)
S-29 (0/0)
S-28 (-1/-1)
S-23 (-1/0)
S-24 (0/0)
S-22 (-1/0)
S-7 (-1/+1)
S-25 (0/0)
S-27 (-1/-1)
S-26 (-1/+1)
S-21 (-1/0)
S-6 (-2/0)
S-20 (-1/+0)
S-19 (0/0)
S-5 (-2/0)
S-13 (-1/-1)
CORRIDOR B
CORRIDOR A
S-12 (-3/-4)
S-17 (+20/+23)
N
S-4 (-3/-1)
S-3 (-2/-1)
S-2 (0/-1)
S-11 (-2/-3)
S-10 (-2/-1)
S-10A (0/+2)
OREGON CITY
Pop. 12,460
S-1 (-3/-1)
S-18 (+16/+19)
SCALE: 1" = 2000 Ft.
0 1000 2000 4000
ROAD SECTION NUMBER: S-1
Changes in Traffic Noise Levels Due to Build Alternative (in dBA)

TABLE 7-1

PREDICTED NOISE LEVEL CHANGES

Peak Truck Hour L_{eq} Level 50 feet from Road Centerline

Road Section (See Figure 7-1)	No-Build		Build	
	1977	1997	1977	1997
1	69 dBA	69 dBA	66 dBA	68 dBA
2	67	67	67	67
3	69	70	67	69
4	68	68	65	67
5	71	70	69	70
6	71	71	69	71
7	65	64	64	65
8	72	72	67	68
9	72	73	72	75
10	68	68	66	67
10A	68	68	68	70
11	62	64	60	61
12	61	64	58	60
13	66	68	65	67
14	66	66	63	65
15	-	-	71	73
16	-	-	64	67
17	-	-	70	73
18	-	-	66	69
19	63	63	63	63
20	65	66	64	66
21	63	64	62	64
22	59	59	58	59
23	59	58	58	58
24	71	72	71	72
25	68	68	68	68
26	53	52	52	53
27	61	62	60	61
28	62	63	61	62
29	76	80	76	80
30	76	80	76	80
31 - Without High Rocks Bridge	78	81	78	81
32 - With High Rocks Bridge	78	81	78	81

2. If the Build is selected, traffic noise levels along all existing road sections, would either decrease or remain the same immediately after construction. The sections that would noticeably decrease, however, would be: Molalla Avenue (south of Beaver Creek Road and between Warner-Milne Road and Division Street); 7th Street; Washington Street (between 7th and 14th Streets and north of Abernethy Road); Beaver Creek Road between Molalla Avenue and the bypass; Maple Lane; Holly Lane; and Abernethy Road.

3. If the Build is selected, the only noticeable increase in future traffic noise (1997) compared to the No-Build would be along the existing route (between Clackamas River Road and I-205); along Beaver Creek Road (between the bypass and Maple Lane) and; of course, along the bypass route itself. Smaller but unnoticeable increases would occur along Molalla Avenue (between Beaver Creek and Warner-Milne roads), Washington Street (between 14th and Abernethy Road) and 10th Street (between McLoughlin and Main). All other sections would decrease slightly or remain the same, except for noticeable decreases along Washington Street (between Abernethy and Clackamas River roads); Maple Lane; and Holly Lane.

Table 7-2 shows the number of types of land uses that would be affected by either the "design noise standard" or the "substantial increase" criteria by the project alternatives on the analyzed road sections (except I-205). Table 7-3 illustrates the number of land uses impacted by the proposed bypass alternatives ONLY. The results of the analysis clearly indicate that the initial effect of the Build alternative would be to reduce the number of residential impacts. But by 1997 the number of residences affected would be essentially the same for the Build and the No-Build. The number of affected apartment houses, funeral homes and government buildings would be identical for all alternatives. However, the No-Build would affect 2 fewer schools, 1 fewer church, 1 more park and 7 more businesses than the Corridor A route and 1 fewer school, 1 more park and 7 more businesses than the Corridor B route.

Eastman School will be impacted by both alternatives. Ogden Junior High may be affected by Corridor A only if the ballfield is relocated or redesigned. The Build alternative would also impact the Orchard Center complex on the Clackamas Community College campus by perceptibly doubling the existing perceived sound levels. Perceived noise levels are those detectable by the human ear. In this case, sound levels would increase from 49 dBA to 60 dBA, which would be perceived as a doubling in loudness.

Two churches on Washington and 7th Streets would be impacted by both No-Build and Build alternatives, but the Church of Latter Day Saints would only be affected by the Corridor A alternative. The No-Build alternative would impact both Kelley Field and Library Park, but the Build alternative would not affect Kelley Field. The Build alternative would result in decreased noise levels downtown; however, receptors downtown would still be over design noise levels.

TABLE 7-2

TRAFFIC NOISE IMPACTS
ALONG EXISTING ROADS AND PROPOSED BYPASS ROUTE
Number of Receptors

	No-Build		Build			
			Corridor A Route		Corridor B Route	
	1977	1997	1977	1997	1977	1997
Residences	116	118	86	120	80	114
Apartments	11	11	10	11	10	11
Schools	1	1	3*	3*	2	2
Churches	2	2	3	3	2	2
Funeral Homes	2	2	2	2	2	2
Parks	2	2	1	1	1	1
Businesses	7	7	0	0	0	0
City Halls	1	1	1	1	1	1

*One Receptor Is a School Athletic Field at Ogden Junior High School

TABLE 7-3

TRAFFIC NOISE IMPACTS ALONG PROPOSED BYPASS ROUTES
Number of Receptors

			1977	1997
Segment 1:		Residences	6	6
Segment 2:				
	Corridor A	Residences	6	6
		Schools (Ogden J.H.)	1*	1*
		Church	1	1
	Corridor B	Residences	0	0
Segment 3		Residences	0	0
		Schools (Clackamas C.C.)	1	1

*One Receptor is a School Athletic Field at Ogden Junior High School.

Much undeveloped land along the Build corridor routes would be impacted over the design noise levels. Additionally, the existing sound levels would be substantially increased. Further, some residences in the vicinity of the bypass would experience sound level increases. While not exceeding federal guidelines, these increases would generally degrade the existing sound environment in the area.

There are no significant differences between the Corridor A and B routes and the A- and B-Modified routes except at:

1. Orchard Child Development Center (Clackamas Community College). The Segment 3 Modified alignment would increase predicted noise levels somewhat.

2. Thayer Road/Maple Lane/Beaver Creek Road area. The 3-Modified alignment is too complicated for a brief analysis and will be studied in detail. The results will be described in the Final EIS.

Mitigative Measures

Construction noise impacts would be mitigated primarily by restricting the construction time period. Included in construction specifications will be:

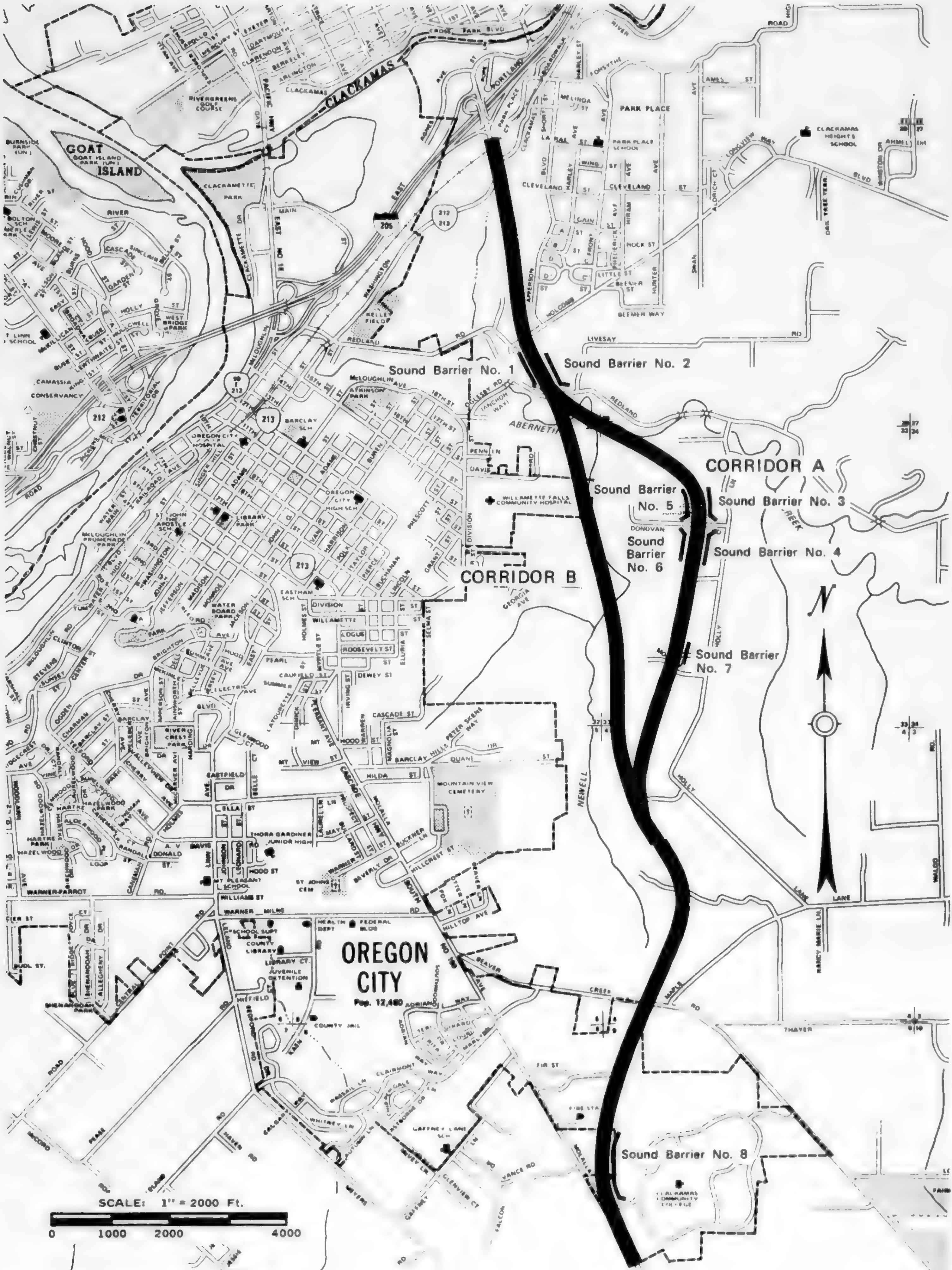
> "Construction will not be allowed on Sundays, legal holidays, and on other days between 10:00 p.m. to 6:00 a.m. Exceptions to the provision can be provided by the resident engineer."

Noise mitigation for long-term noise impacts will be further considered after review of the Draft EIS. All appropriate comments with respect to noise mitigation will be reviewed in relation to need, benefits, practicality, cost and public attitude toward mitigative measures. Final mitigative proposals will be discussed in the final Noise Study Report prepared for the selected alternative.

The impacted land uses along the proposed Build routes however, were preliminarily investigated for long-term mitigation. Reduction of noise impacts could be accomplished with sound barriers, such as walls or earthen berms. To be effective, sound barriers must be high enough to break the line of sight between the sound source and the sound receptor and long enough to prevent noise going around the ends. Barriers also must prevent significant amounts of noise from passing through them. Further, alignment shifts could be considered to reduce noise impacts.

The preliminary investigation indicated that 8 sound barriers could reduce noise levels, as shown on Figure 7-3. The barriers would eliminate traffic noise impacts, but some may require excessive earthwork or right-of-way.

FIGURE 7-3
POSSIBLE SOUND BARRIER LOCATIONS


Sound Barrier No. 1
Sound Barrier No. 2
Sound Barrier No. 3
Sound Barrier No. 4
Sound Barrier No. 5
Sound Barrier No. 6
Sound Barrier No. 7
Sound Barrier No. 8
CORRIDOR A
CORRIDOR B
OREGON CITY
Pop. 12,480
CLACKAMAS
GOAT ISLAND
PARK PLACE
N
SCALE: 1" = 2000 Ft.
0
1000
2000
4000

Final mitigative analysis will eliminate any impractical or undesirable measures.

For Segment 1, two barriers were evaluated: Barrier 1 would need to be 800 feet long, 7-22 feet high to protect 2 residences between the bypass and Redland Road. Barrier 2 would need to be 600 feet long, 16 feet high and on the right-of-way line, extending eastward (250' x 20') to protect residences along the north side of Redland Road.

For Segment 2, Corridor A, 5 barriers were evaluated: Barrier 3 would need to be 1000' x 8-25' to eliminate impact to 4 residences and further protect 6-10 others near Holly Lane and Donovan Road. Barrier 4 would need to be 600' x 8' to protect the Church of Latter Day Saints. Barrier 5 would need to be 1200' x 8' to eliminate impacts to the Ogden Junior High ballfield _if_ it is relocated east of the school. The portion south of Donovon Road may not be required, thereby shortening the barrier to 700'. This portion would reduce noise for 5 residences. Barrier 6 would need to be 700 feet long, either a berm 10-25 feet above the road level or a 18-20 foot high wall on the road shoulder. This barrier would eliminate impact to 1 residence and lessen the noise for 8 others along Holly Lane. Barrier 7 would need to be 350' x 18' to eliminate impact to 1 residence along Holly Lane. If the alignment were shifted away from this residence, the shielding effect of the cutbank could reduce the height of the barrier or even eliminate its need.

For Segment 2, Corridor B, no barriers would be necessary. No receptors are located along the route that would be impacted by either the design noise levels or substantial increased criteria.

For Segment 3, Barrier 8 would need to be 1800' x 20-25' to eliminate the impact at the Orchard Center on the Clackamas Community College campus.

Two residences near Holcomb Road are tentatively listed as impacted under the "significant increase" criterion. Topography and I-205 traffic make the estimation of existing sound levels at these two residences uncertain. If the Redland Road access were relocated or eliminated, a shorter barrier would be sufficient for bypass noise mitigation. As with the other barrier sites, further analysis performed for the Final Noise Study Report is necessary to determine if noise mitigation is feasible and desirable.

LAND USE AND COMPREHENSIVE PLANNING

Existing Setting

Planning Jurisdictions

Four units of government have varying degrees of responsibility for land use planning in the project area: the State Land Conservation and Development Commission (LCDC); Metropolitan Service District (MSD), City of Oregon

City and Clackamas County. The City of Gladstone is also discussed because of possible secondary land use effects of the project.

Among its duties, LCDC adopts and enforces Statewide planning goals and coordinates land use-related planning of other State agencies. LCDC requires that local and State land use-related activities are to be in conformance with the adopted Statewide goals.

MSD is an elected regional organization responsible for, among other functions, the coordination of planning in the Portland metropolitan area. A major responsibility of MSD is adoption of a regional plan by mid-1981, as a basis for regional decisions and actions related to land use. In 1976, the predecessor to MSD (CRAG) adopted a set of regional goals and objectives and a land use framework element, and in 1975 a regional interim transportation plan, all of which will be incorporated into the final regional plan.

The regional Goals and Objectives are designed to guide regional planning in complying with Statewide goals. The Land Use Framework Element provides policy guidance to local governments on land development and calls for staging growth through orderly extension of public services; infilling of partially developed urban and suburban areas; urban development which enhances the efficiency of existing transportation systems and feasibility of public transit; and agricultural and forest land preservation and conservation.

The Framework Element also outlines policies that emphasize: cooperative regional management of growth and development; rejection of no-growth or fixed population growth; urban development in unincorporated areas which is contiguous to existing communities; and review of only those local land use decisions with regional significance.

The Interim Transportation Plan (ITP) is designed to guide long-range transit and highway development in the region until a final transportation plan is completed. Goals and policies of the ITP applicable to the proposed bypass project include:

1. The transportation system will be developed and implemented to: serve and support the adopted goals and plans; provide safe and secure travel; provide services that are dependable, convenient, and comfortable for the movement of people and goods and; be developed and services provided so that total costs are minimized and energy is conserved;

2. Construction in the 1980's of a major new transit improvement from downtown Portland to Oregon City;

3. The Oregon City Bypass is included as a restricted access facility to provide a moderate level of mobility connecting regional commercial, residential and industrial areas and communities.

In addition, in 1977, CRAG passed a resolution requiring that: the project be designed as a limited access facility; development be discouraged at intersections; and that Clackamas County provide assurance that development on land adjacent to and south of the highway will be controlled to insure that the highway will not be overloaded.

Clackamas County is updating its comprehensive plan, which is scheduled for completion by mid-1980. Until then, the 1974 comprehensive plan has legal status.

Oregon 213 is indicated in the transportation element of the county plan as an "expressway", to be the principal route of access for a major portion of western Clackamas County. The plan proposes a bypass because of traffic pressures in and southeast of Oregon City.

The city of Oregon City adopted land use policies in 1977 which take precedence over its 1970 comprehensive plan if conflicts occur. The 1970 plan has been substantially amended and is being revised to meet Statewide goals.

The transportation element of the existing city plan suggests construction of a bypass to freeway standards. Intersections at Redland Road and Molalla Highway and overpasses at 18th Street and Beaver Creek Road are indicated. The plan also indicates the extension of the bypass westward to ORE 99E.

A portion of the proposed city comprehensive plan, Comprehensive Plan: Analysis, indicates that the proposed street network would have to be changed if the bypass is not built. The exact location of the bypass is not discussed, but it is assumed to be east of the city. The Oregon City Bypass is designated as a major arterial in this document and therefore should be compatible with land use patterns. The plan analysis also indicates that the bypass should have restricted parking, limited direct access to adjoining property, turning refuges, and no private drive accesses in new plats. Noise mitigation in residential areas is also to be considered as part of the project.

The city of Gladstone does not have a plan, although one is scheduled for adoption in 1979. The Gladstone transportation element includes improvement and replacement of the now closed High Rocks Bridge over the Clackamas River, connecting with the Park Place Interchange. If both the bypass and bridge are operational at the same time, traffic could increase into Gladstone.

General Land Use

Because of major new highways and proximity to Portland, western Clackamas County is experiencing accelerated growth rates and intensified land use. Topography in the Oregon City area has directed growth to three successive levels: initially, along the river front; then residential and commercial development on the second level and; thirdly, modern suburban commercial and residential development south and east of the city.

A significant amount of commercial retail, single and multi-family residential development and civic institutions are located along Highway 213 on the second level. On the third level strip development nearly extends to Clackamas Community College.

Gladstone is surrounded by urban development. One of the three commercial districts in the city is of concern to the proposed bypass project--the 82nd/I-205 area. To date the district has been mainly residential, but commercial uses are becoming more prominent.

Existing Route Land Use

The majority of the land along the existing Highway 213 is used by a mix of commercial and residential development, with the only industrial use along the north end of Washington Street. There are also several public or semipublic uses.

Alternative Corridors Land Use

Segment 1: The proposed highway would cross, from north to south, Rossman Sanitary Landfill, a large open area, and a combination of single-family dwellings and open/wooded areas.

Segment 2, Corridor A and A-Modified: Land use consists of school property, some church property, pasture, open/wooded areas, rural residential and one parcel of cropland.

Segment 2, Corridor B and B-Modified: The primary land use is steep, open space/wooded land, with some pasture.

Segment 3: Residential, commercial, open space/wooded and public uses (Clackamas Community College) are dominant land uses.

Existing Zoning

As indicated in Figure 8-2, zoning in the county along the proposed bypass is basically single-family residential and industrial park.

Zoning along the existing route, from north to south, is generally light and heavy industrial, commercial, single- and multi-family residential and light industrial. Zoning along the proposed bypass in the city includes single- and multi-family residential and light and heavy industrial.

Zoning in Gladstone in the 82nd/I-205 area is limited commercial, although the draft plan proposes the area to be zoned office and general commercial.

006511

NOT
MICROFILMED
ORIGINAL
DOCUMENT
IN FILE

006512

NOT
MICROFILMED
ORIGINAL
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006513

NOT
MICROFILMED
ORIGINAL
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006514

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Water/Sewer Services

Unincorporated areas are served by septic tanks. The city of Oregon City limits its sewer service to its incorporated area and Gladstone. The sewage treatment plant is operating at capacity. The State Department of Environmental Quality placed a sewage hookup moratorium on Oregon City in May, 1977 until adequate treatment can be provided.

A proposed regional sewer treatment plan and system would serve properties inside the urban Growth Boundary (UGB). A major trunk line is proposed in Newell Creek Canyon as part of the system. The sewer district tax levy was defeated by voters, so that the current status of this proposed system is unknown.

Gladstone maintains its own system, but Oregon City obtains water through the South Fork Water Board. Three water districts serve the area, although not all areas within district boundaries are served.

Agricultural Soils

Both federal and state governments have developed policies which are intended to protect the best agricultural lands. Figure 8-3 shows those "prime" farmlands in the bypass corridors as defined by the U.S. Soil Conservation Service. There are no "unique" farmlands in the area. Figure 8-3 also shows all Class I-IV soils, generally considered by the State to be preserved for agricultural uses. The major exception to this is where such soils are found inside an urban growth boundary, (which has been acknowledged by LCDC), these do not have to be preserved for agricultural use. Because of the uncertainty of the UGB in the area of the Build alternative, it is unknown as to whether the state agricultural soils policy applies. If the proposed MSD UGB is applied, the Build corridors are within the UGB and the agricultural soils policy would not apply. But if the UGB is redrawn west of the proposed one, the State regulations for agricultural soils would apply to the project area.

Proposed Land Use

Figure 8-4 shows regional land use as proposed by MSD. The Urban Growth Boundary has not been endorsed by LCDC, but if acknowledged, more urbanization would occur within the boundary shown. Most of the project area is considered "future urbanizable land." While the UGB issue is unresolved, an Interim Immediate Growth Boundary was adopted, as shown on Figure 8-4. This generally follows the existing Oregon City limits, since future expansion could not occur until the new sewage treatment plant is built. Possible UGB limits could exclude the Park Place neighborhood and Newell Creek Canyon.

Clackamas County suggests a 75%-25% split between residential and nonresidential land, whereas Oregon City's proposed plan assumes a 45%-55% split. Of the 4,839 unincorporated acres inside the Urban Growth Boundary,

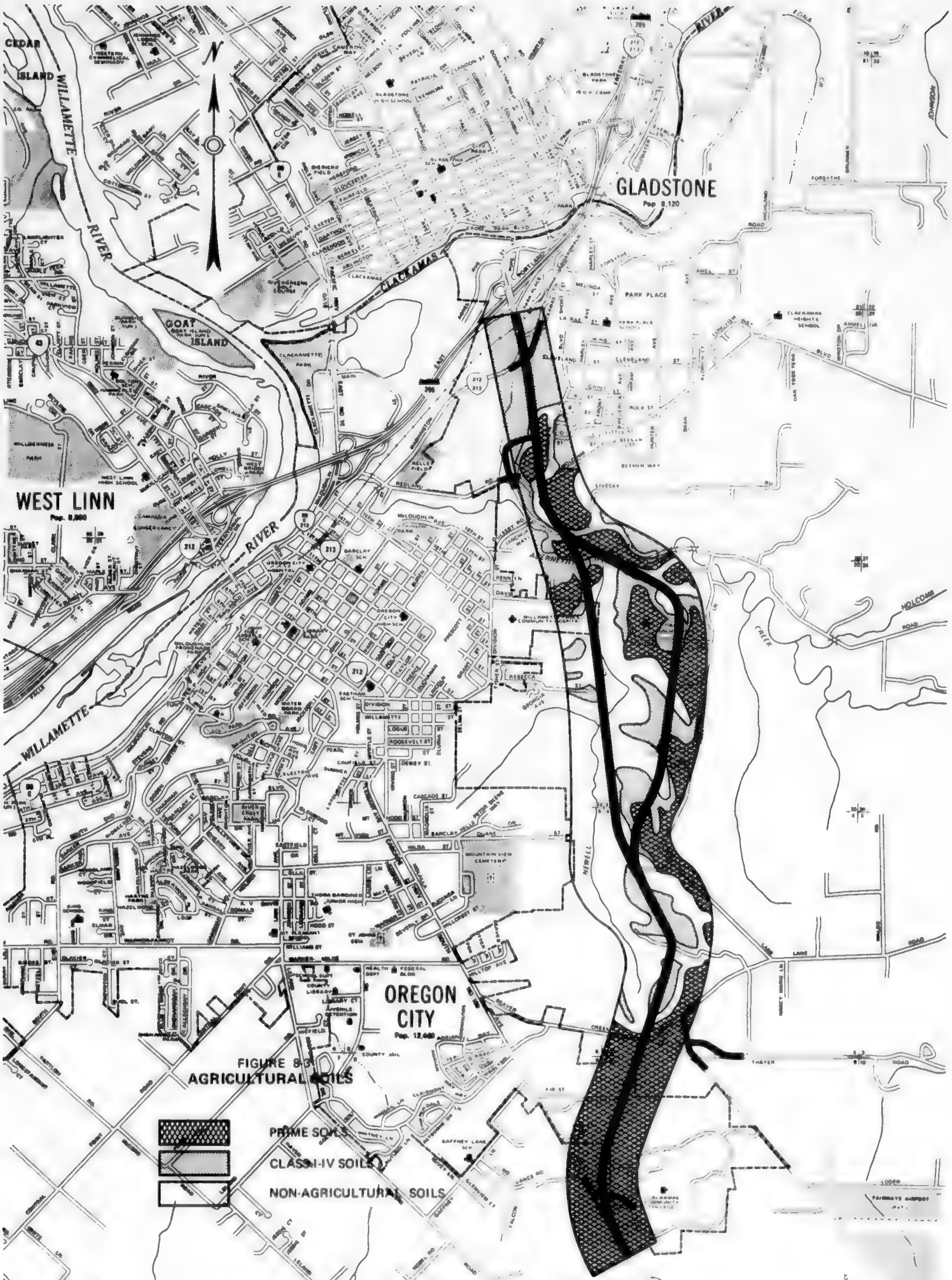

N
CEDAR ISLAND
WILLAMETTE RIVER
GLADSTONE
Pop. 8,120
CLACKAMAS RIVER
GOAT ISLAND
WEST LINN
Pop. 8,580
OREGON CITY
Pop. 12,460
NEWELL
HOLCOMB ROAD
THAYER ROAD
PRIME SOILS
CLASS I-IV SOILS
NON-AGRICULTURAL SOILS
SCALE 1" = 2,000 FEET

FIGURE 8-3
AGRICULTURAL SOILS

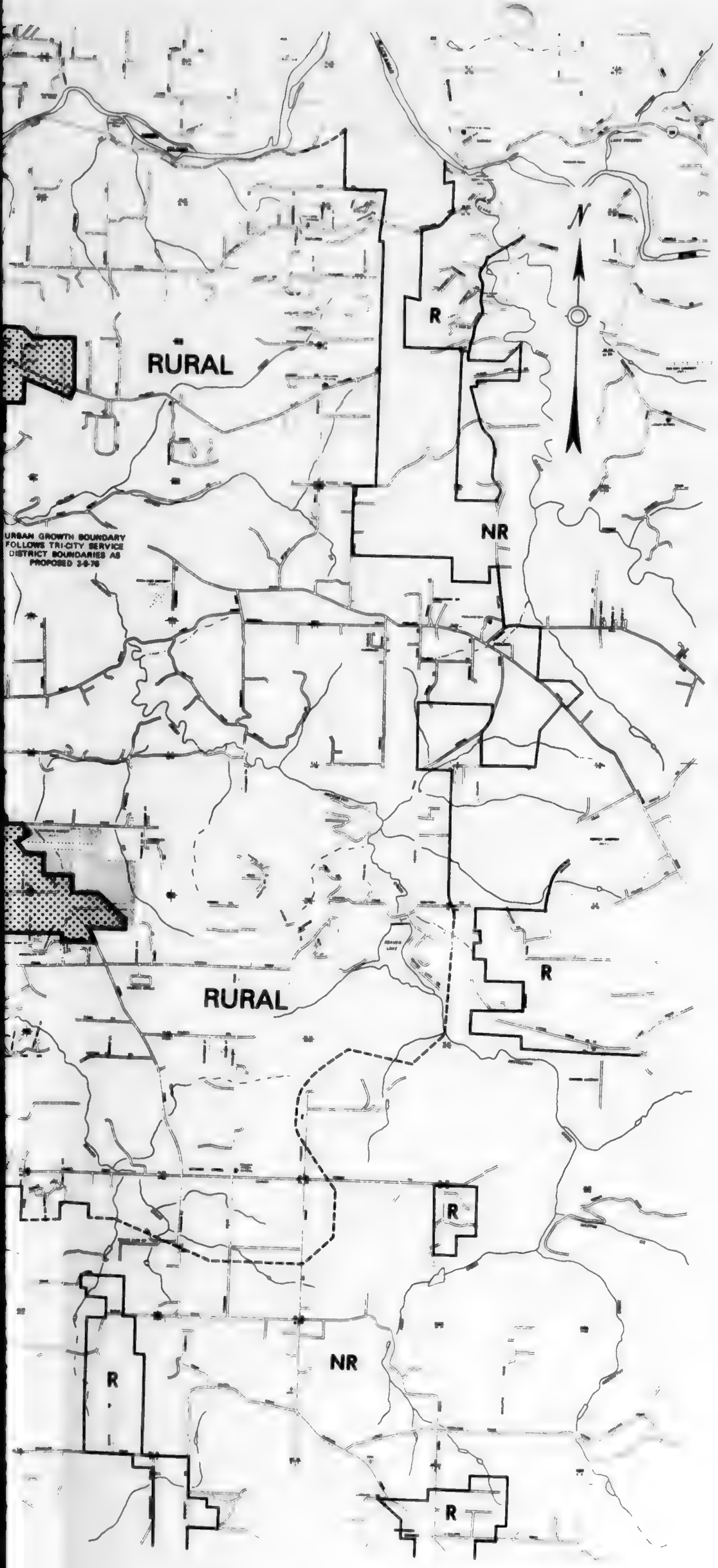
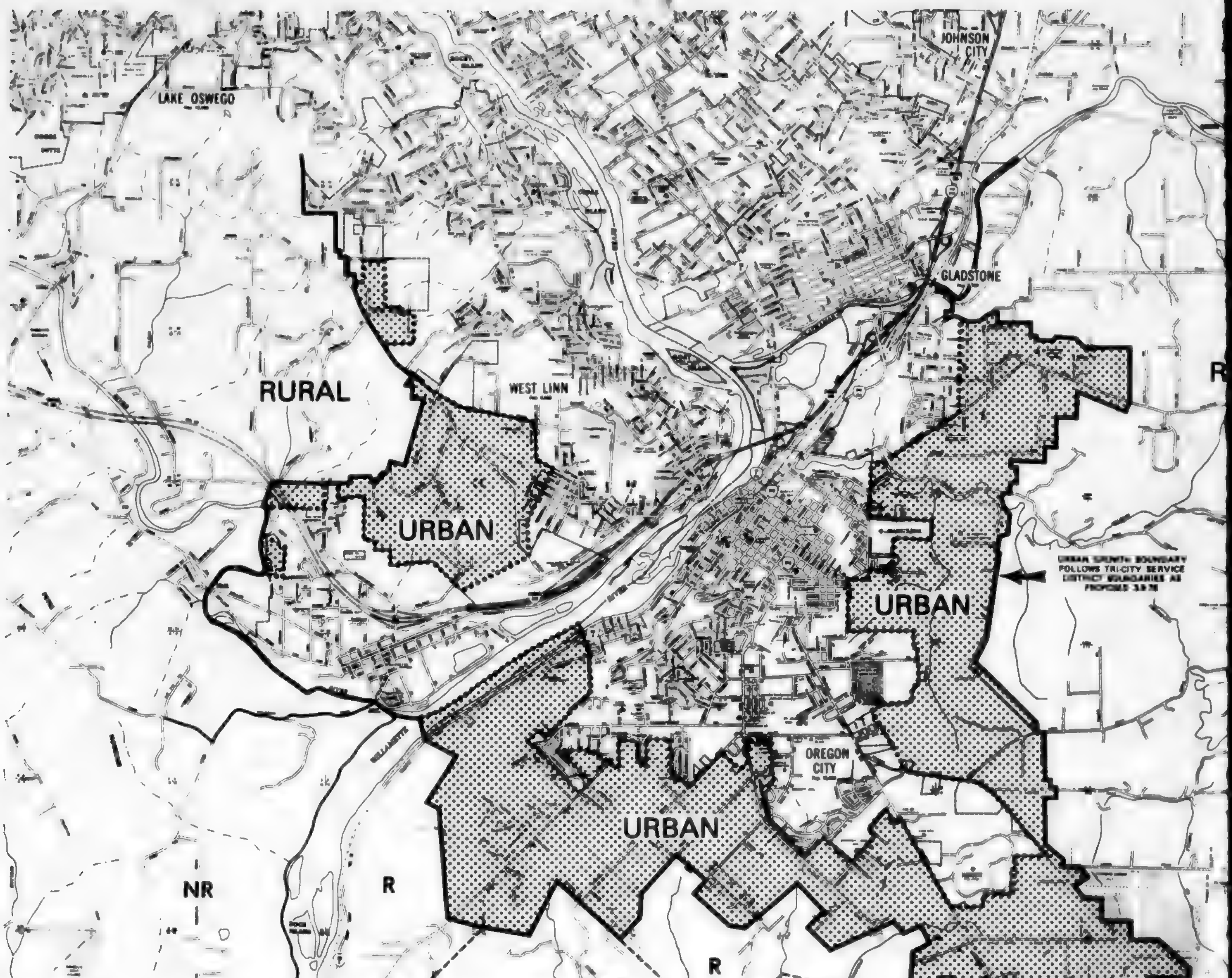

RURAL
R
NR
URBAN GROWTH BOUNDARY FOLLOWS TRI-CITY SERVICE DISTRICT BOUNDARIES AS PROPOSED 3-8-76
RURAL
R
R
NR
R
R
N

FIGURE 8-4
REGIONAL LAND USE AND
INTERIM IMMEDIATE GROWTH BOUNDARY

LEGEND

━━ URBAN GROWTH BOUNDARY
••••••••••• INTERIM IMMEDIATE GROWTH BOUNDARY
▨ AREA OUTSIDE IGB BUT INSIDE UGB
U URBAN AREA
R RURAL AREA
NR NATURAL RESOURCE AREA


JOHNSON CITY
LAKE OSWEGO
GLADSTONE
RURAL
WEST LINN
R
URBAN
URBAN GROWTH BOUNDARY FOLLOWS TRI-CITY SERVICE DISTRICT BOUNDARIES AS PROPOSED 3-9-78
URBAN
OREGON CITY
URBAN
NR
R
R
WILLAMETTE
NR
R
R
U
CANBY
R
R
R
R
SCALE IN FEET
0
2,000
4,000
6,000
8,000 Feet

3,475 are buildable. This would provide a 15% margin over projected land needs through 2000. If the Newell Creek/Holly Lane area is removed from the UGB, this margin would decrease to 2%.

CRAG designated some land south and east of the project corridor "rural," with housing densities to be determined by local governments later. The area south of the urban and rural designations is indicated as a study area and will either be "rural" or "natural resource."

Oregon City is designated urban; planned commercial areas are designated near I-205 north of the city, near Holcomb Road and near Beaver Creek Road. Light industrial areas are proposed along I-205 and Beaver Creek Road, among others.

Residential areas are indicated within the proposed urban growth boundary, with densities to be determined later. Undeveloped areas are "planned residential/low density," designed to encourage development that provides land for parks and schools. A small area north of Holcomb Road is designated as a "residential redevelopment area" intended to encourage replacement of deteriorated housing with limited multiple-family housing. Planned residential medium density is proposed for areas near I-205 and Beaver Creek Road.

Suburban densities of approximately 2 dwellings per acre are proposed southeast of the urban growth boundary. This encourages subdivisions on rural lands and may not be compatible with Statewide goals. These areas are likely to be changed.

South of the "suburban" area are rural and agricultural lands: rural with minimum lot size of 2-10 acres and agriculture with 20-acre minimums. Newell Creek Canyon and adjacent lands are designated as "open space," but this does not prohibit development.

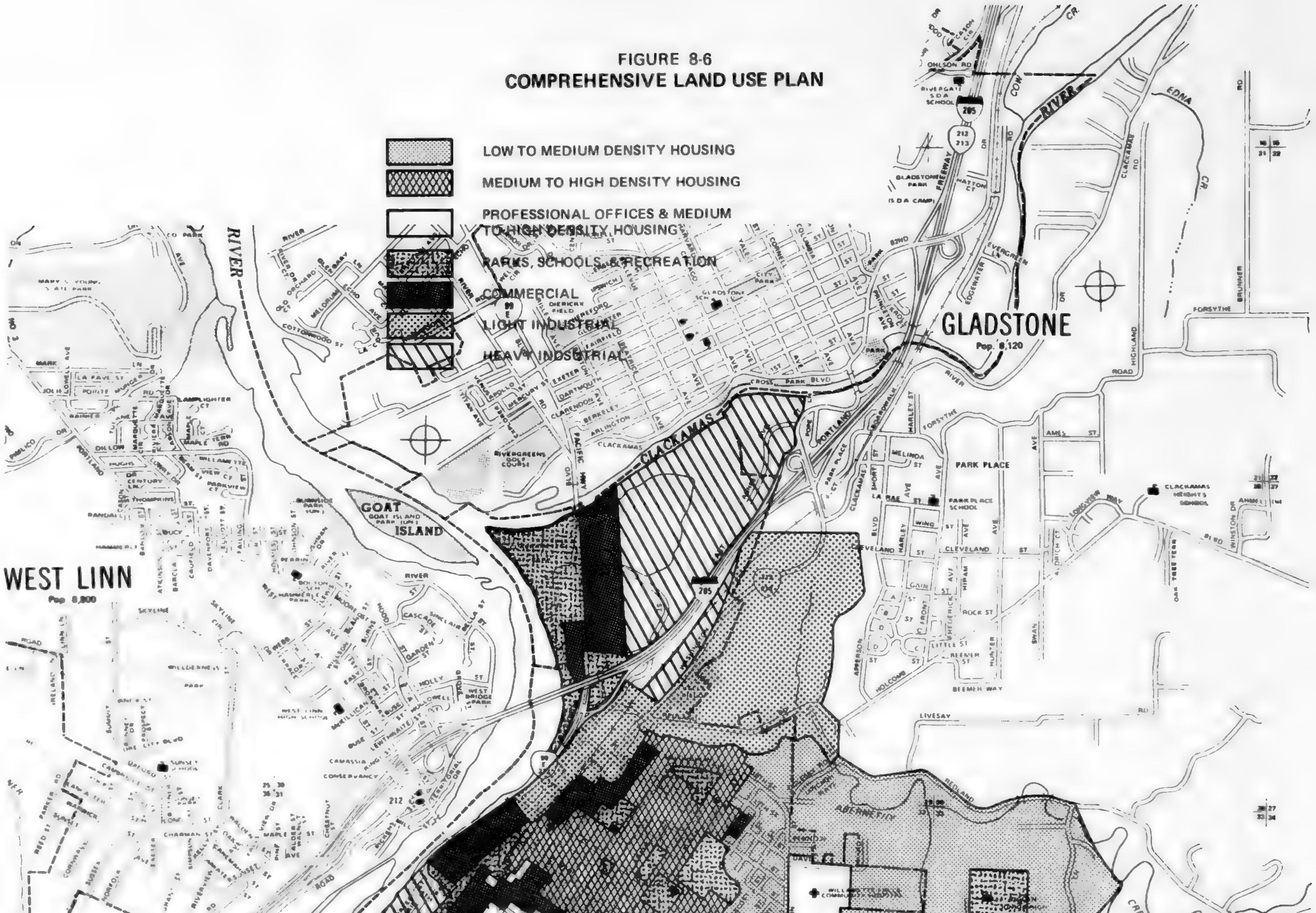
Oregon City's current Comprehensive Land Use Plan map is shown in Figure 8-6. The majority of the land that would be crossed by the bypass is designated low-medium density residential, with land at Beaver Creek and Maple roads medium-high density residential. Ogden Junior High and Clackamas Community College are designated "parks-schools-recreation areas."

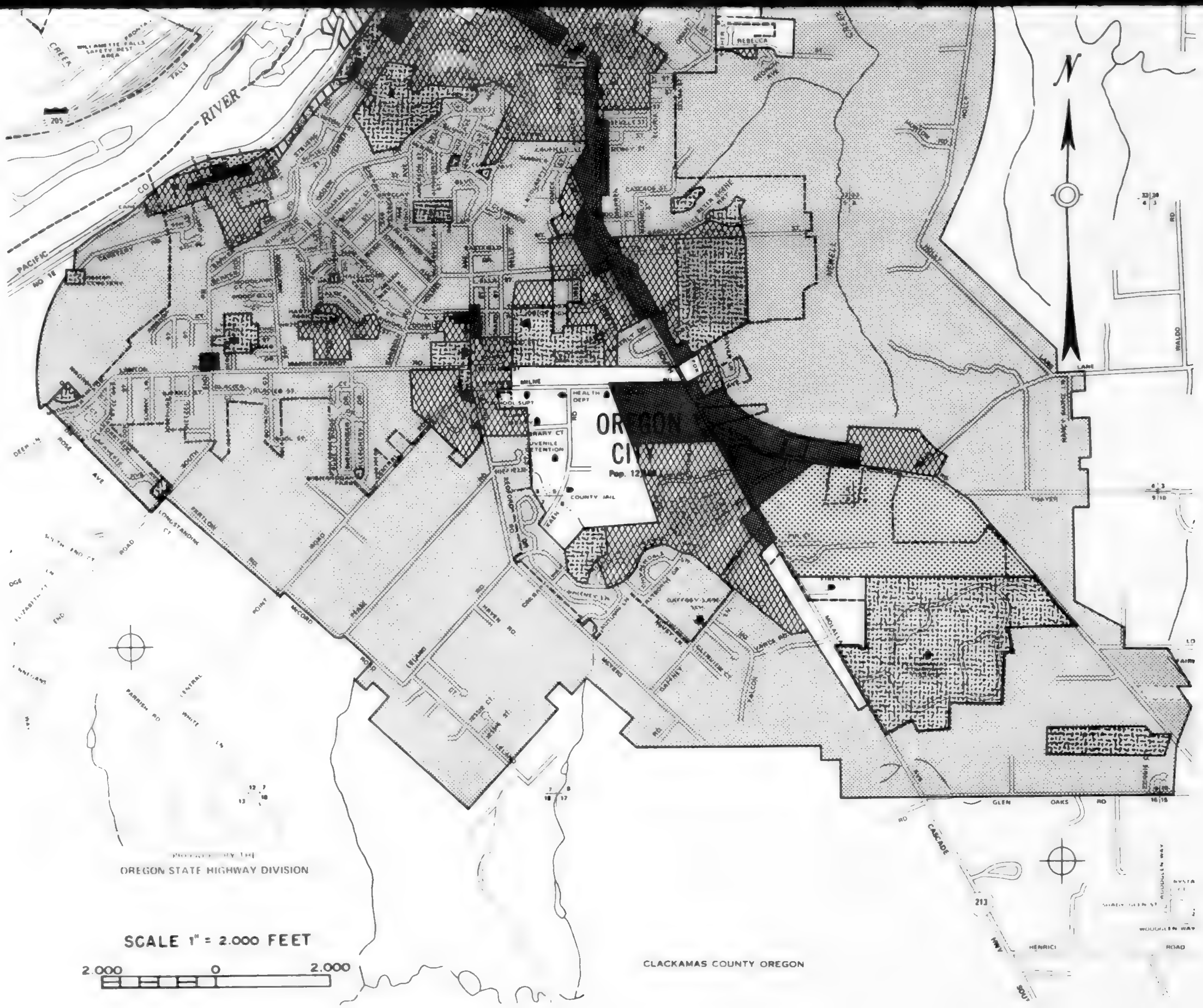
Gladstone's plan map is not completed, but an Urban Growth Boundary has been proposed.

Land Use Trends

Growth in residential development inside Oregon City is limited by the State-enforced sewer connection moratorium. By 1985, when the upgraded sewage system is expected to be complete, there should be sufficient capacity to service areas outside the present city limits. Growth pressures, therefore,

FIGURE 8-6
COMPREHENSIVE LAND USE PLAN


LOW TO MEDIUM DENSITY HOUSING
MEDIUM TO HIGH DENSITY HOUSING
PROFESSIONAL OFFICES & MEDIUM TO HIGH DENSITY HOUSING
PARKS, SCHOOLS, & RECREATION
COMMERCIAL
LIGHT INDUSTRIAL
HEAVY INDUSTRIAL
GLADSTONE
Pop. 8,120
WEST LINN
Pop. 8,800
GOAT ISLAND
CLACKAMAS
RIVER
CREEK
PARK PLACE
FREEWAY
PACIFIC HWY
N


N
OREGON CITY
HEALTH DEPT
SCHOOL SUPT
LIBRARY CT
JUVENILE DETENTION
COUNTY JAIL
RIVER
CREEK
FALLS
WILLAMETTE FALLS SAFETY REST AREA
205
PACIFIC
REBECCA
NEWELL
WALDO
THAYER
LANE
MOLALLA
CASCADE
HWY
213
GLEN OAKS RD
HENRICI ROAD
WOODGLEN WAY
PARRISH RD
CENTRAL
WHITE LN
POINT RECORD
PREPARED BY THE
OREGON STATE HIGHWAY DIVISION
SCALE 1" = 2,000 FEET
2,000 0 2,000
CLACKAMAS COUNTY OREGON

are being exerted on lands in the county, especially to the southeast. The current county plan and zoning allows for an increase in the density of development.

The Beaver Creek area is experiencing strong development pressures for industrial, commercial and major subdivision uses. The Newell Creek area is also likely to experience significant land use changes.

Regional traffic increases and growth are given an added impetus by the development of the Clackamas Town Center, a major shopping center north of Gladstone, (4-5 miles north of the Park Place Interchange).

Development along the existing highway is expected to continue to be highway commercial. There is pressure for increased light industrial use near the college. Other proposals include a medical/dental complex south of the college, a major recycling center near the Park Place Interchange and a new high school east of Holly Lane. The construction of the school would increase growth pressures in that area.

The Holcomb Avenue area is experiencing much less pressure for development, primarily due to limitations in the capacity of the water system. Growth in Gladstone is expected to occur by "infilling" and by annexation of nearby unincorporated areas. The 82nd/I-205 commercial district has a high potential for expansion, with the first part of the "Gladstone Center" already complete.

Environmental Impacts

General Impacts

Transportation facilities have both direct and indirect effects on land use. Direct impacts are caused by the conversion of land from existing uses to right-of-way. Indirect or secondary effects result from changes in land use on lands not acquired for right-of-way, being stimulated by changes in access and transportation service. Through time, indirect changes often outweigh the significance of the direct effects. Additionally, future changes in land use can significantly affect the use and utility of the highway improvement, further complicating the interrelationship of land use and transportation.

The conversion of existing land to highway right-of-way is the primary land use impact. Acquisition of the land would prevent other uses for the foreseeable future. Table 8-1 compares right-of-way acquisition for the alternatives. The Corridor A route would convert about 126 acres to highway use and the Corridor B route would involve 129. The majority would be forest/open space, with agriculture a distant second and public service an even more distant third.

TABLE 8-1

RIGHT-OF-WAY DISPLACED USES*

OREGON CITY BYPASS

	Farm Use	Forest/Open Space	Residential	Commercial	Public Service	Parks/Recreation	Industrial	Total
Alternative 1 (No-Build)	0	0	0	0	0	0	0	0
Alternative 2								
Segment 1	0	3.2 (11.9)	3.2 (11.9)	1.9 (7.1)	.5 (1.9)	0	18.0 (67.2)	26.8
Segment 2								
Corridor A	21.6 (35.7)	37.2 (61.5)	1.6 (2.6)	0	.1 (.2)	0	0	60.5
Corridor B	5.7 (9.0)	57.5 (91.0)	0	0	0	0	0	63.2
Segment 3	6.8 (17.5)	15.1 (38.8)	4.0 (10.3)	4.8 (12.3)	8.2 (21.1)	0	0	38.9
TOTALS								
Corridor A	28.4 (22.5)	56.5 (44.8)	8.8 (7.0)	6.7 (5.3)	7.8 (6.2)	0	18.0 (14.2)	126.2
Corridor B	12.5 (9.7)	76.7 (59.5)	7.2 (5.6)	6.7 (5.2)	7.7 (6.0)	0	18.0 (14.0)	128.8

*Data is provided in acres. Data includes pavement width. Uses within right-of-way are included. Data in parenthesis is the percent of the displaced use as compared to the total amount of displaced uses for the given corridor or segment of the alternative.

The secondary land use conversions are long-term. In determining the secondary effects, changes in accessibility caused by highway improvements influence land use, but do not determine land use types and patterns. Because the general project area is undergoing rapid development, moderately dense suburban development patterns are likely for the entire Oregon City area. By providing access and encouraging certain types of development to locate adjacent to a highway, selection of an alternative is important in influencing future land use patterns. However, the "ultimate" land use pattern is guided by local government policies and plans.

Specific Impacts

No-Build:

The No-Build would not involve direct land use conversion.

Current land use trends would continue. Compared to the Build alternative, the rate of development on rural lands south of the city could be slower. The Oregon City sewer connection moratorium will continue to add pressure on this area.

Continued strip development along existing Highway 213 can also be expected, whereas the Holcomb area would continue to have little development pressure. Pressure for industrial development north of Oregon City is expected to continue.

Build Alternative:

Secondary land use impacts for all routes are expected to be the same. None would provide additional access points to properties along the route, but would provide more rapid access north, south and east of Oregon City. Because of the improved access, further impetus would be provided for increased development, thereby to some degree increasing suburban growth. The already substantial development pressure would tend to be accelerated as a result of the bypass, placing additional pressure on public services.

Besides the increase in general development pressure, improved access at the intersections would promote more intense use of nearby properties. Pressures would be especially evident at Clackamas Community College and the Beaver Creek Road area.

The intensified development will influence traffic on the bypass. If growth is not kept to within capacity of the transportation system, the effectiveness of the bypass would be minimized. The access and land use limitations imposed by CRAG would reduce this effect.

Segment 1 Modifed

The Modified alignment would require about 5 more acres of right-of-way than the Segment 1 route, for a total of 31.8 acres. The additional land acquired is currently open space/wooded, rural residential and the sanitary landfill. One more residence would be purchased.

The Modified alignment may require additional industrial land north of Holcomb Road, including possible impact to a large light industrial building.

Segment 2, Corridor A Modified

The A-Modified route would require about 7 more acres of right-of-way than the A route, for a total of 67.5. Most of the land is open space/wooded or rural residential, but there is also some pasture, part of the Ogden Junior High School ballfield and more land from the Merconi berry field. Two more houses would be acquired.

Segment 2, Corridor B Modified

Nineteen additional acres of right-of-way would be purchased, as compared to the Corridor B route, for a total of 82.2 acres. Most of the land is in open space/wooded use, with some pasture.

Segment 3 Modified

Eleven more acres of right-of-way would be acquired, for a total of 50 acres. Most of the land is currently used for open space/wooded, pasture and crops, but two more residences and more land from Clackamas Community College would be acquired. There would be less impact on the orchard to the west of the college, but more impact to the orchard north of the college and the berry fields south of the Maple Lane-Beaver Creek intersection. The Modified alignment would not require right-of-way from the school district bus lot and would avoid taking the barn west of Clackamas Community College.

Comparative Summary

The Modified alignments would have more severe impacts than the other alignments. The Corridor A Modified route would require 23 more acres of right-of-way (total of 149) and 5 additional residential displacements. The Corridor B Modified would require 35 more acres of right-of-way (total of 163) and 3 additional residential displacements.

The impacts on area development or growth would be the same for the Modified or the other alignments.

Consistency with various plans and Statewide goals is discussed in the "Conformance with Plans and Statewide Goals" chapter.

SOCIOLOGY

Existing Setting

Population Trends and Projections

Table 9-1 indicates population trends in the project area. The population in the five area census tracts more than doubled between 1960 and 1977, from 13,000 to 27,000. The City of Oregon City grew by 75% or 8,000 to 14,000. In the same period, Clackamas County grew from 113,000 to 211,000 or 86%, while the Portland Standard Metropolitan Statistical Area (SMSA) increased by 37%, from 822,000 to 1,125,000.

The two census tracts south of Oregon City are experiencing significant increases in population: from 2,874 in 1960 to 10,654 in 1977, a 270% increase. Growth has occurred in this area primarily because of the availability of developable land and few physical or political constraints. Population growth east of Oregon City has been moderate, and growth in the older sections of the city has been smaller.

Table 9-2 indicates several population projections for the project area to 2000. Projections indicate that the overall study area would increase from 26,700 to 40,200, a 50% increase, but the various subunits would increase at widely uneven rates. Population in the area south of Oregon City would nearly triple, whereas other areas would change less. The area north and east would experience a 50% increase.

Socioeconomic Characteristics

The latest general information on socioeconomic characteristics is the 1970 census, which may not be totally indicative of current trends. The population is overwhelmingly white with nearly equal numbers of males and females. About 30% are under 15 years, 60% between 16-64 and 10% are 65 or over. Estimates in 1977 indicate a higher proportion of older persons and fewer youth than shown in the 1970 census.

Education levels are slightly lower than the SMSA. Family incomes are also lower, with a higher incidence of poverty level incomes than the SMSA. The highest levels of poverty are in the older section of Oregon City; the lowest are in the south suburbs.

The average household size in the project area is about 2.8. Two-thirds of the housing units were owner occupied, with the median unit value lower than that for the SMSA.

The populations increase in the area has caused a demand for new residences. Between 1970 and 1976, about 3,000 housing units were added, the largest number occurring south of the city. Single family units, account for about 81% of the total.

TABLE 9-1

RECENT POPULATION CHANGE
(1960 TO 1977)

Area	Population[a] 1960	1970	1977	Change 1960-1970 No.	Percent	1970-1977 No.	Percent
Subdistricts (Census Tract)							
55 (223)	2,942	4,161	5,648	1,219	41.4%	1,487	35.7%
56 (224 and 225)	7,627	8,546	10,381	919	12.0%	1,835	21.5%
57 (226)	1,635	2,938	6,065	1,303	79.7%	3,127	106.4%
58 (230)	1,239	2,420	4,589	1,181	95.3%	2,169	89.6%
Total Study Area District 15[b]	13,443	18,065	26,683	4,622	34.4%	8,618	47.7%
Oregon City	7,996	9,176	14,100	1,180	14.8%	4,924	53.7%
Clackamas County	113,038	166,088	211,000	53,050	46.9%	44,912	27.0%
Portland SMSA	821,897	1,007,130	1,125,005	185,233	22.5%	117,875	11.7%

SOURCE: U.S. Bureau of the Census, 1970 Number of Inhabitants Oregon, 1971; Center for Population Research and Census, Portland State University, Population Estimates for Oregon Counties and Incorporated Cities, 1977; and CRAG, General Planning Data and Projections, 1977, and 1977 Population by Age Category, 1978.

[a] The 1960 and 1970 population figures are actuals from the U.S. Census. The 1977 postcensal estimates are from CRAG and the Center for Population Research and Census. As of July 1, 1978, the population of Oregon City increased to 14,700; Clackamas County, 220,000.

[b] Excluding subdistrict 58 (C.T. 230) from the total study area (District 15), the following change occurred:

1960	1970	1977	% 1960-70	% 1970-71
12,204	15,645	22,094	28.2%	41.2%

TABLE 9-2

PLANNING POPULATION FORECASTS TO YEAR 2000

Area	Population[a] 1977	Population[a] 2000	Change 1977-2000 Number	Change 1977-2000 Percent
Subdistricts (Census Tracts)				
55 (223)	5,646	8,477	2,829	50.1%
56 (224 and 225)	10,381	9,794	-588	-5.7%
57 (226)	6,065	17,031	10,966	180.8%
58 (230)	4,589	4,869	280	6.1%
Total Study Area District 15	26,683	40,171	13,487	50.5%
Total Study Area Less Subdistrict 58[b]	22,095	35,302	13,207	59.8%
Oregon City	14,100	34,050	19,950	141.5%
Clackamas County within TSA	163,196	231,200	68,004	41.7%
Inside Total TSA	1,050,112	1,405,088	354,976	33.8%
Total Portland SMSA	1,124,989	1,500,885	375,896	33.4%

SOURCE: CRAG, "Second Round" Regional Growth Allocation for the CRAG Transportation Study Area Year 2000, Portland, 1978, and Oregon City, First Draft Comprehensive Plan: Analysis, Oregon City, 1978.

[a] With the exception of Oregon City, all population figures are from CRAG's "Second Round" Growth Allocation. The population of Oregon City in year 2000 is from their draft comprehensive plan. See Appendix A for assumptions used in developing the forecasts.

[b] The total forecast for this area is shown since subdistrict 58 is outside the Portland Metropolitan Area urban growth boundary, where only small growth changes are to occur.

Availability of housing is low within Oregon City and is expected to remain low through the early 1980's. The 1977 sewer connection moratorium will limit the amount of new construction in Oregon City. The moratorium will continue to shift new housing outside the city limits, especially to the south.

Communities/Neighborhoods

Clackamas County is divided into community planning organizations outside incorporated cities to involve citizens in decision making. The following are in the project area: Holcomb-Outlook-Park Place Neighborhood Council; Beaver Creek Citizens Association, Carus Neighborhood Association and New Era-Central Point-Leland Road Neighborhood Group. Oregon City has nine neighborhood associations. Figure 9-1 shows both city and county groups. Two special neighborhoods, Park Place and Holly Lane, are also shown because of their proximity to the project.

Public Facilities and Services

Figure 9-2 indicates the major facilities, institutions, and services along the existing highway and bypass corridors.

Education. The project lies in Oregon City School District 62. Eastham Grade School, enrollment 366, is located along the existing route. Ogden Junior High (enrollment 555) is located in the Holly Lane neighborhood just east of the general bypass corridor in Segment 2. Nearly all the Ogden students are transported by bus.

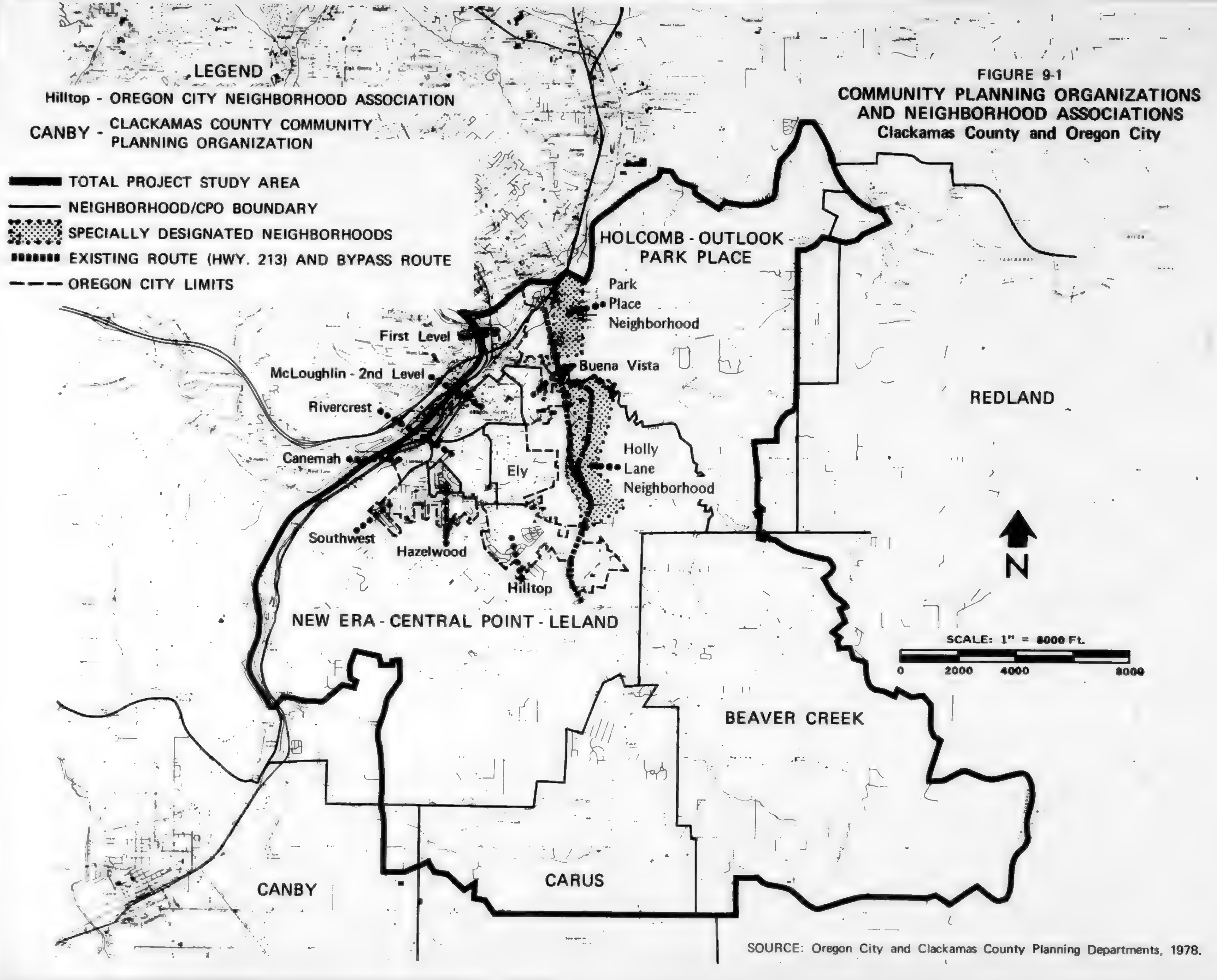
The School District's bus storage and maintenance lot is located on Maple Lane near Beaver Creek Road, just east of the general bypass corridor, Segment 3.

Clackamas Community College is located along the existing highway and the bypass corridor in Segment 3, on a 177 acre site. The college offers non-credit classes, credit classes leading to two year associate degrees and a variety of community activities. About 3,400 of the 8,500 enrolled are full-time students; by 2,000, 6,000 full-time students are expected. In addition, the use of the college facilities for community uses is expected to significantly increase. Two thirds of the students live north of Oregon City and most of the rest live in the city. Thus, most students and other users must use the existing route through Oregon City to get to the campus.

The Oregon City Public Library is located adjacent to the existing highway on 7th Street. The North Clackamas Christian School, a private school with an enrollment of 315 students from kindergarten through 12th grade, is located across Molalla Avenue from Clackamas Community College.

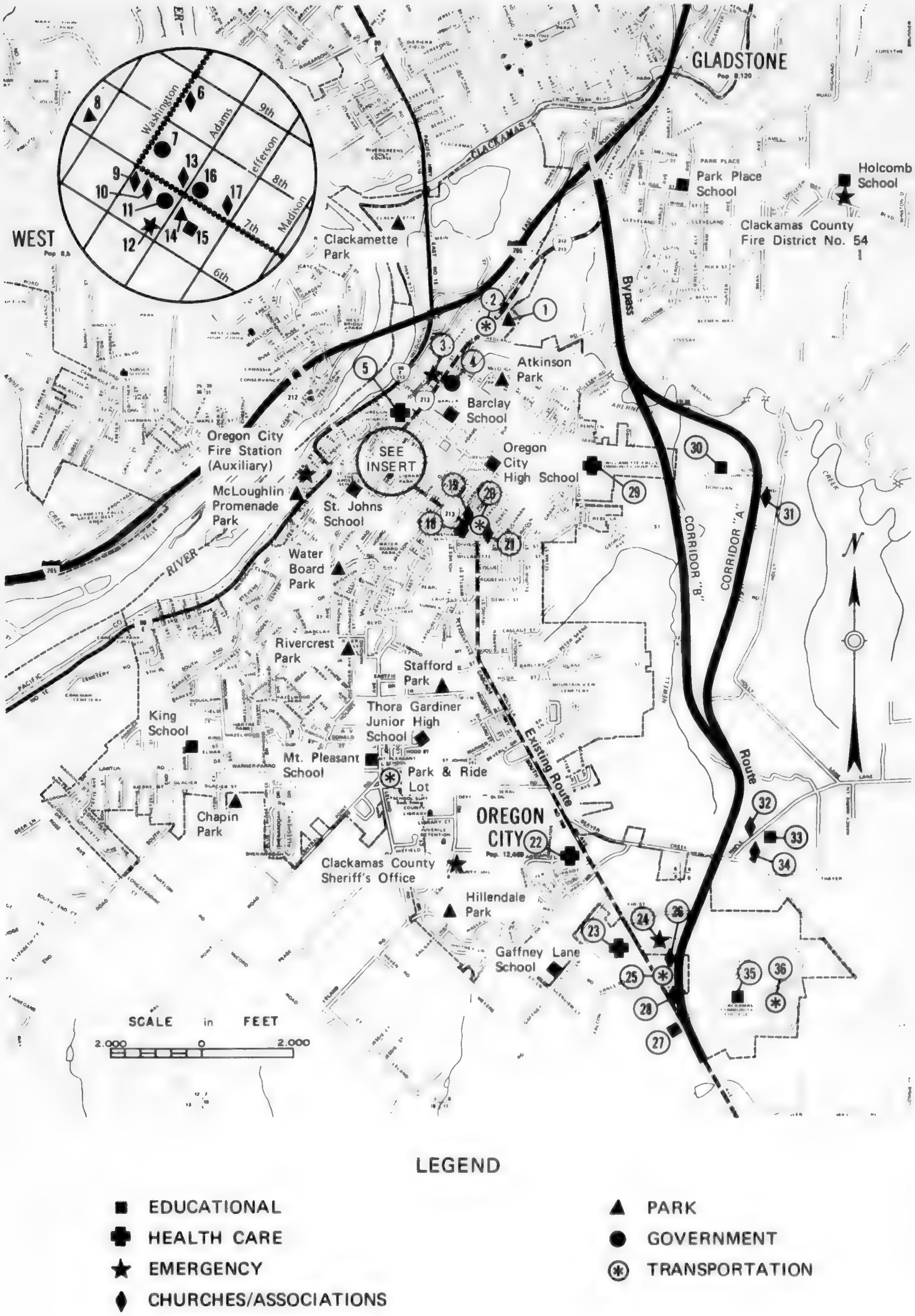
Churches/Associations. Four churches are located adjacent to the existing route and three would be near the bypass: Church of Jesus Christ of

FIGURE 9-1
COMMUNITY PLANNING ORGANIZATIONS AND NEIGHBORHOOD ASSOCIATIONS
Clackamas County and Oregon City


LEGEND
Hilltop - OREGON CITY NEIGHBORHOOD ASSOCIATION
CANBY - CLACKAMAS COUNTY COMMUNITY PLANNING ORGANIZATION
TOTAL PROJECT STUDY AREA
NEIGHBORHOOD/CPO BOUNDARY
SPECIALLY DESIGNATED NEIGHBORHOODS
EXISTING ROUTE (HWY. 213) AND BYPASS ROUTE
OREGON CITY LIMITS
HOLCOMB - OUTLOOK PARK PLACE
Park Place Neighborhood
First Level
Buena Vista
McLoughlin - 2nd Level
Rivercrest
REDLAND
Holly Lane Neighborhood
Canemah
Ely
Southwest
Hazelwood
Hilltop
N
NEW ERA - CENTRAL POINT - LELAND
SCALE: 1" = 8000 Ft.
0
2000
4000
8000
BEAVER CREEK
CANBY
CARUS

SOURCE: Oregon City and Clackamas County Planning Departments, 1978.

FIGURE 9-2
INSTITUTIONS, FACILITIES, AND SERVICES


GLADSTONE
WEST
Washington
Adams
Jefferson
Madison
9th
8th
7th
6th
Clackamette Park
Park Place School
Holcomb School
Clackamas County Fire District No. 54
Bypass
Atkinson Park
Barclay School
Oregon City Fire Station (Auxiliary)
SEE INSERT
Oregon City High School
McLoughlin Promenade Park
St. Johns School
Water Board Park
RIVER
CORRIDOR "B"
CORRIDOR "A"
Route
N
Rivercrest Park
Stafford Park
Thora Gardiner Junior High School
King School
Mt. Pleasant School
Park & Ride Lot
Existing Route
Chapin Park
OREGON CITY
Clackamas County Sheriff's Office
Hillendale Park
Gaffney Lane School
CLACKAMAS
CREEK
PACIFIC
SCALE in FEET
2,000
0
2,000
1
2
3
4
5
6
7
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35
36
LEGEND
■ EDUCATIONAL
✚ HEALTH CARE
★ EMERGENCY
♦ CHURCHES/ASSOCIATIONS
▲ PARK
● GOVERNMENT
⊛ TRANSPORTATION

Latter Day Saints (LDS Stake Center) near Segment 2 and Full Gospel Grace Community and Maple Lane Baptist in Segment 3.

No associations are located along the bypass route, but the City Chamber of Commerce, Senior Citizens Center, County Historical Society and I.O.O.F. Lodge are along the existing highway.

Recreation Resources. Two of Oregon City's public parks are located adjacent to the existing highway: Kelley Field and Library Park. No parks or wildlife refuges of significance are adjacent to the bypass corridors.

Emergency Services. The Willamette Falls Community Hospital is located between the existing route and the bypass corridors.

The Oregon City Fire Department provides fire protection with the city limits. Two of the three stations are located along the existing route: The main station at City Hall on 7th Street and Station 2 on Molalla Avenue near Clackamas Community College. Outside the city, protection is furnished by Clackamas County Fire District 54, with the main rural station at Redland. Other equipment is stored at Holcomb School in the Park Place neighborhood and at Oregon City Station 2.

Police protection is provided by the Oregon City Police Department, Clackamas County Sheriff's Office and the Oregon State Police.

Alternative Transportation Modes

Transit. Tri-Met, the regional transit agency, operates three routes in the Oregon City area, one of which uses a portion of the existing highway between Division Street and Clackamas Community College. Three park-and-ride lots are located on the existing highway.

The project area is served by scheduled bus runs and demand responsive vehicles for elderly, handicapped and other transportation disadvantaged.

Greyhound Bus Lines serves Oregon City for inter-city passengers and the Oregon City Cab Company provides taxi service in the project area.

Interim Transportation Plan. The ITP proposes a major transit corridor between downtown Portland and Oregon City. The plan envisions light rail vehicles on fixed rail routes to a terminal in Oregon City. Advanced study is not expected until the 1980's, with implementation several years after (if funding can be obtained).

Bikeways/Footpaths/Pedestrian Travel. No bikeways are located or planned along the existing roadway or the bypass. The CRAG Bikeway Plan proposed a 15-mile Oregon City-Molalla Bikeway, which would use the bypass corridor to Clackamas Community College. South of the college, the route would use existing Highway 213 and a secondary road.

Pedestrian travel is heaviest in the commercial areas of Oregon City and less frequent elsewhere, primarily due to lack of facilities and safety problems. From 1973 to mid-1978, 24 accidents (1 fatal) involving pedestrians have occurred on the existing highway, half in the commercial area on Washington and Seventh Streets.

Environmental Impacts

No-Build Alternative

Right-of-Way. No right-of-way would be acquired.

Proximity. The No-Build would contribute to increasing traffic congestion on the existing route. Some of the facilities and services along the route are particularly sensitive to traffic-related effects, including the parks, churches, retirement homes, health care facilities and schools.

Pedestrian safety, already a major concern, would become more hazardous. Increased congestion would also tend to inhibit use of adjacent institutions. Local access from driveways, parking lots and side streets would also be more difficult.

With increasing traffic on the existing route, drivers may seek alternative routes through residential neighborhoods. Significant traffic increases are apparently occurring now on 5th and 9th Streets, Linn Avenue and South End and Warner-Milne Roads. Further, Maple and Holly Lanes may already by serving as a bypass. The increasing traffic on the existing route and through residential neighborhoods would in turn decrease safety, increase noise and lessen the vitality and livability of the affected neighborhoods. This is particularly true with several distinctive neighborhoods: McLaughlin, 2nd Level, Ely and Hilltop.

The existing highway crosses the attendance areas of Gardner Junior High and Gaffney Lane and Eastham Elementary Schools. More traffic congestion could cause readjustment of these attendance areas or use of more stringent school crossing procedures.

Accessibility. The increasing traffic congestion, especially during peak hours, would make accessibility even more inconvenient and unsafe. Also, the No-Build would further delay regional and local traffic, including emergency vehicles. Because of the increasing congestion, the city would be required to duplicate some emergency services in the southern fringe. Presently, emergency vehicles have difficulty traveling through the area; this problem would magnify in the future with the No-Build.

Transit use may actually benefit from the inconvenience of auto travel inherent with the No-Build, as auto users switch to transit. The magnitude however, would be small.

Impact on population growth of the No-Build, especially in the south fringe of Oregon City, is difficult to determine. The projections used *assume that the bypass would be constructed.* Conditionally, the present highway has not stopped population growth, and in the short-term, may not influence it. In the long run, however, selection of the No-Build could slow down the rate of growth, because growth would occur in other parts of the metropolitan area with better access.

There is, however, a misconception in the concept of the No-Build alternative, which assumes that if a Build alternative is not selected, *nothing* would happen to relieve traffic problems. Other traffic management steps could be initiated, such as one-way streets, removal of all parking, increased transit initiatives and staggered work hours. Accordingly, it is difficult to envision a true No-Build alternative and its effects on residential choice and population growth.

One way of estimating population effects of the No-Build is to use correlations between vehicle trips and levels of population and employment. Using this method, the No-Build would enable 86,000 trips per day through the corridor, as compared to 102,000 for the Build alternative. Assuming that population in the project area would vary accordingly, it could be tentatively stated that forecast population would be 15 percent less with the No-Build, or 30,000 versus 35,300 with the Build.

Build Alternative

Right-of-Way Impacts

General Impacts

Residential. The Build alternative would be a new alignment, requiring acquistion of property. As indicated on Table 9-3, the entire Corridor A route would displace 22 housing units and their residents. The Corridor B route would displace 18; the Corridor A-Modified would displace 27 and the Corridor B-Modified would displace 21 housing units and their residents. The A route would displace about 68 persons; the B route about 55; the A-Modified about 83 and the B-Modified about 65.

The long period of uncertainty as to when displacement occurs also affects daily decisions and choices of affected persons. Displacement itself also limits "freedom of choice." People react negatively initially to being relocated, especially when the choice is not theirs. Some serious problems for some of the displaced occur, particularly the elderly and poor who have strong ties to their houses or neighborhood.

Because of the overall population characteristics of the area, it is unlikely that persons to be displaced are members of racial or ethnic minorities or disproportionately elderly or poor.

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RETAKE

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Build Alternative

Right-of-Way Impacts

General Impacts

Residential. The Build alternative would be a new alignment, requiring acquistion of property. As indicated on Table 9-3, the entire Corridor A route would displace 22 housing units and their residents. The Corridor B route would displace 18; the Corridor A-Modified would displace 27 and the Corridor B-Modified would displace 21 housing units and their residents. The A route would displace about 68 persons; the B route about 55; the A-Modified about 83 and the B-Modified about 65.

The long period of uncertainty as to when displacement occurs also affects daily decisions and choices of affected persons. Displacement itself also limits "freedom of choice." People react negatively initially to being relocated, especially when the choice is not theirs. Some serious problems for some of the displaced occur, particularly the elderly and poor who have strong ties to their houses or neighborhood.

Because of the overall population characteristics of the area, it is unlikely that persons to be displaced are members of racial or ethnic minorities or disproportionately elderly or poor.

TABLE 9-3

SUMMARY OF RIGHT-OF-WAY REQUIREMENTS
OREGON CITY BYPASS

	Seg. 1	Seg. 2		Seg. 3	TOTAL	
		Corridor A (Ridge Route)	Corridor B (Canyon Route)		With Corridor A	With Corridor B
R/W Acquisition (Acres)	26.8	60.5	63.2	38.8	126.2	128.8
Displacements:						
Housing Units						
Single Family Residence	6	4	0	9	19	15
Duplex[1]	2	0	0	0	2	2
Mobile Home/Trailer	0	0	0	1	1	1
Total	8	4	0	10	22	18
Non-Profit Organizations	0	0	0	0	0	0

SOURCE: Oregon Department of Transportation, Region I Right of Way Section, 1979.

[1] One duplex contains two housing units.

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END

OF

RETAKE

Institutional. None of the Build alternatives would displace any non-profit institution or organization. The project would also not require land from or adversely affect public parks, or wildlife refuges of significance. However, the ballfield at Ogden Junior High may be affected, as described below.

Specific Impacts of Segment and Corridors

Segment 1. Six single family residences and one duplex (total of eight housing units) would be displaced, located in the Park Place neighborhood near Holcomb Boulevard. No institutional property would be acquired.

Segment 1 Modified. Seven single family residences would be acquired.

Segment 2, Corridor A. Acquisition of four residences would occur near Morton Lane. This option would require about 0.1 acre of land from the 34.2 acre Ogden Junior High School property. This acquisition would require a small portion of the athletic field, used for softball and hardball (refer to Figure 9-3). The field is used by Ogden students during school hours, but is available for community use. The ballfield is used in the summer by church groups, Pop Warner city ball league and others. The property is accessible only by permission and is partially fenced, with plans for complete fencing and locked gates. A small fee is charged. Although summer use is coordinated by the Oregon City Parks Department, the ballfield is not part of a public parks system. The school master plan indicates no other development in the ballfield area.

There is no convenient or available space in the school property for replacement of the ballfield, but because of the small amount taken, the ballfield could possibly be redesigned.

Segment 2, Corridor A Modified. Six residences would be displaced by the A Modified alignment. Also, significantly more land from the Ogden Junior High athletic field would be required. This would effectively completely remove the entire field. A replacement field would be required, since the school property has no space for a substitute facility.

Although the A Modified is further from the main church building than the A route, it may require a small strip of land from the L.D.S. Stake Center property.

Segment 2, Corridor B. No residences would be acquired. About 1.7 wooded, undeveloped, steep acres of the Ogden Junior High property would also be acquired. No facilities are existing or planned in this portion of the property, due to terrain.

Segment 2, Corridor B Modified. Compared to the B route, the B Modified would require slightly more right-of-way. This would have minimal effect, because the taking would be in the undeveloped hillside.

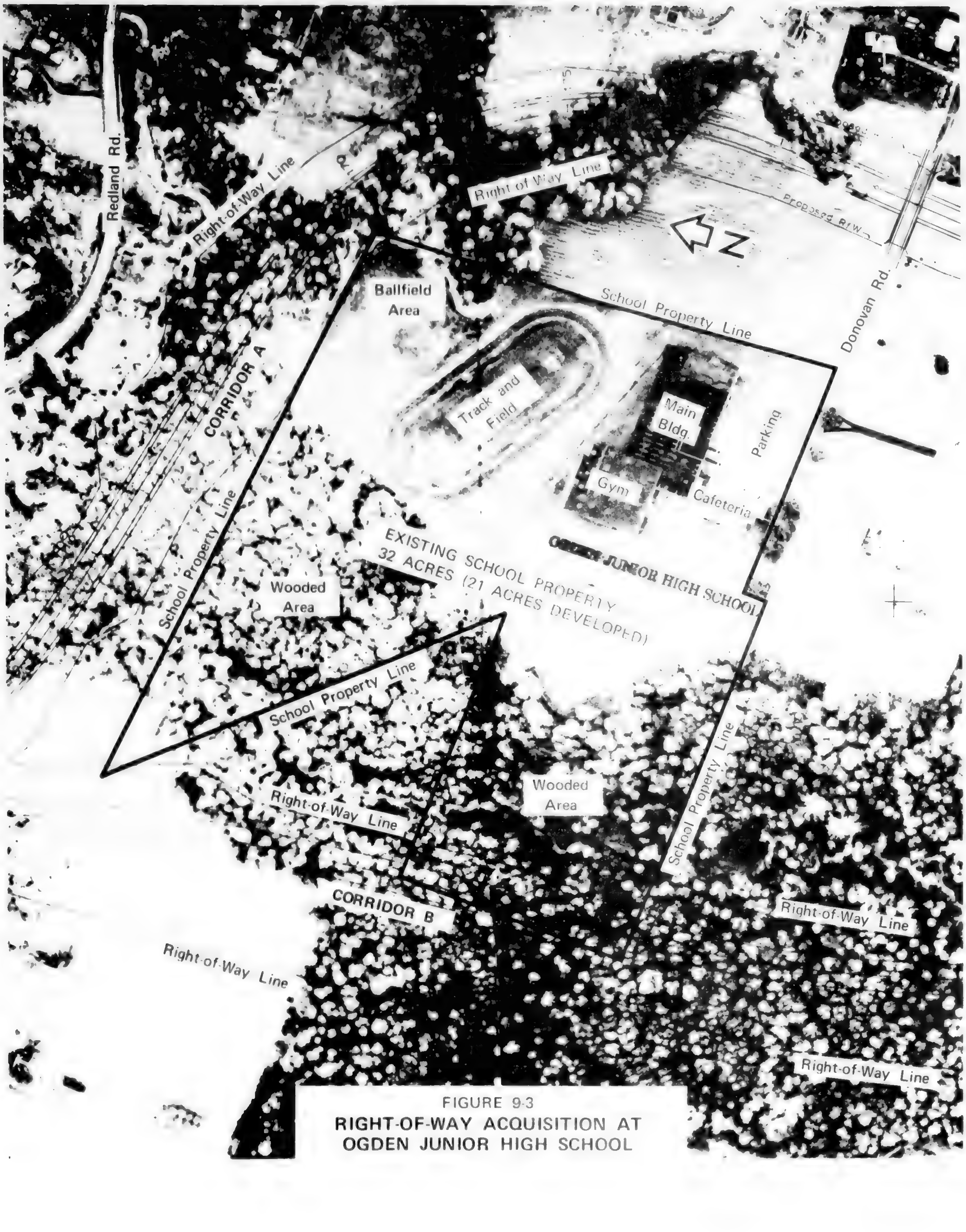
Redland Rd.
Right-of-Way Line
Right of Way Line
Proposed R/W
N
Donovan Rd.
Ballfield Area
School Property Line
Track and Field
Main Bldg.
Parking
Gym
Cafeteria
OGDEN JUNIOR HIGH SCHOOL
EXISTING SCHOOL PROPERTY
32 ACRES (21 ACRES DEVELOPED)
CORRIDOR A
School Property Line
Wooded Area
School Property Line
Wooded Area
School Property Line
Right-of-Way Line
CORRIDOR B
Right-of-Way Line
Right-of-Way Line
Right-of-Way Line

FIGURE 9-3
RIGHT-OF-WAY ACQUISITION AT OGDEN JUNIOR HIGH SCHOOL

Segment 3. Nine single family residences and 1 mobile home would be acquired, primarily due to the realignment of Maple Lane and Beaver Creek Road. About 0.8 acre from the north side of the 4.3 acre school district bus and maintenance lot would be acquired. About 0.6 acre of the 2.7 acre Maple Lane Baptist Church property and .05 acre of the Followers of Christ Church property would also be acquired.

The Build alternative in this segment also crosses the west portion of the Clackamas Community College property. About 7.1 acres of the 177 acre site would be acquired. The west entrance road would be redesigned and a portion of the landscaped grounds and a large sign would be removed. Further, a small parcel of the property containing a small storage barn would be separated from the remaining property. The acquisition would not prove a major conflict with the college master plan as no facilities are planned in the proposed right-of-way area.

Segment 3 Modified. This option, with the redesigned Maple Lane/ Thayer Road/Beaver Creek Road intersection would displace ten residences (2 others may also be necessary). More right-of-way from Clackamas Community College would be required (compared to the 3 route) involving displacement of the Clackamas County PTA Clothes Closet. However, no right-of-way from the Followers of Christ Church property, the School District bus storage lot and the Maple Lane Baptist Church property would be purchased.

Proximity Impacts

General Impacts

The construction phase of about two years would constitute a major adverse impact for residences and institutions adjacent to the selected route. Although short-term and intermittent, the noise, dust, air pollution, vibration and congestion would be a nuisance. Additionally, heavy trucks may use Holly and Maple Lanes, Beaver Creek and other roads. The severity of these impacts would vary with the nature of the affected property and its distance from the construction activity.

After construction, the new highway may be perceived as unpleasant for those residences and institutions abutting it, especially those wanting rural tranquility. The placement of the new road in an area currently without roads could also pose a safety problem for pedestrians, especially children.

The alternative corridor routes would have little effect on the cohesiveness or identity of neighborhoods. The new route would follow the natural barrier of Newell Creek canyon, which limits accessibility and interrelationship between Oregon City and the area to the east. Additionally, the route closely follows boundaries between neighborhood associations, school attendance areas and other service zones. Further, no east-west secondary roads are severed.

Specific Impacts of Segments and Corridors

Segment 1. None

Segment 1 Modified. None

Segment 2, Corridor A. Ogden Junior High would be to some degree psychologically separated from the rest of the Holly Lane neighborhood. The bypass would be depressed near the school, running under Donovan Lane. Access to the school would remain the same and no new access from the highway would be provided. Students, most of whom are bused, would cross over the bypass on an overpass. Protective fencing would be provided between the highway and the school property for safety.

The presence of a major highway and the displacement of 4 residences would adversely change the Holly Lane neighborhood. Local residents believe the change would be incompatible with the neighborhood livability because the semi-rural nature would be altered. At present, the Holly Lane area is in the regionally designated Urban Growth Boundary (UGB). However, Oregon City's proposed UGB does not include the area and annexation is not planned unless sewage lines are built into the area. The Clackamas County proposed plan amendment designates the area as "rural" and "forest". As such, it can be seen that the future land use and neighborhood character is far from certain. (Further residential development may occur in the Holly Lane area with or without the bypass).

Segment 2, Corridor A Modified. Proximity effects for the A Modified route are similar to the A alignment. Some residences, however, would be nearer and some farther from the highway, as compared to the A route.

Segment 2, Corridor B. Corridor B would have little impact on the Holly Lane neighborhood, other than to reduce traffic. Corridor B would constitute an irreversible decision to commit Newell Creek canyon to highway use. The proximity of the canyon in an expanding metropolitan area makes it particularly valuable (potentially) as a recreational/nature study reserve which could be a great asset to the surrounding area. It is comparable to Tryon Creek State Park near Lake Oswego, yet is in private ownership, with no access for the public.

The canyon is recognized by the Oregon City Draft Comprehensive Plan as "...very suitable for additional parkland. Other means of preserving the open space, such as planned developments, should also be utilized...There are suitable areas in the canyon for a new State Park." The canyon also is within an area which Clackamas County has designated as a high priority area for park development.

Segment 2, Corridor B Modified. Proximity impacts for this option are the same as for the Corridor B route.

Segment 3. The bypass would be close to the Orchard Child Development Center (a day care center) and soccer field at Clackamas Community College. Although lodged in temporary buildings, the Child Development Center is expected to remain at the site for the near future. Users of the soccer field include students from the North Clackamas Christian School and community groups. Noise and safety problems would result to these two facilities if the bypass is constructed.

Segment 3 Modified. Proximity impacts are similar to those described for the Segment 3 route. The 3 Modified route, however, would be nearer the Orchard Child Development Center. Higher noise levels would result unless adequately mitigated.

Accessibility Impacts

The primary benefit of a Build alternative would be the improvement in accessibility. North-south through traffic would be able to bypass city streets on a more convenient highway. Because through traffic would be removed from the existing route, accessibility within Oregon City would also be improved. An additional route would be available for emergency vehicles; reduced congestion in town would also reduce city emergency vehicle response time. Further, accessibility would be improved for the majority of Clackamas Community College students.

The bypass appears to be compatible with long range transit plans. A transit station with park-and-ride facilities at the north end of Oregon City (if so located) would be accessible by users of the bypass. Pedestrian and bicycle travel would benefit. Shoulders would be safe and at major intersections, signals would be provided. The main benefit for pedestrians would be in town due to the reduced traffic congestion. The shoulder along the bypass would be signed and striped for a bikeway, connecting with other bikeways planned in the general area.

The project is not intended to serve as a stimulus for urban development and population growth beyond the urban growth boundary on agricultural and natural resource lands. Excessive growth beyond those forecast would seriously overload the bypass and reduce its level of service. Although growth management is the responsibility of local government, the bypass project could contribute to increase residential development south of Oregon City.

Environmental Impact Summary

Table 9-4 summarizes impacts of the project alternatives on the social environment. Generally, the beneficial impacts of the Build alternative relate to the improvement in regional and local accessibility. The adverse results are related to right-of-way acquisition, displacement and the effects of construction and operation of the highway on nearby institutions, residences and neighborhoods. Right-of-way acquisition of residences is the most significant impact.

TABLE 9-4

SUMMARY MATRIX OF THE IMPACTS ON THE SOCIAL ENVIRONMENT
Oregon City Bypass Project

Topic	Alternative 1--No-Build Alternative	Alternative 2--Build Alternative				
		General Impacts	Specific Impacts			
			Segment 1	Segment 2		Segment 3
				Corridor A (Ridge Route)	Corridor B (Canyon Route)	
Right-of-Way	(B) No additional right-of-way required.	(A) With Corridor A, total project would displace 22 residences (or about 68 persons). (A) With Corridor B, total project would displace 18 residences (or about 55 persons).	(A) Displaces 8 residences.	(A) Displaces 4 residences. (A) Property required from Ogden Jr. High School ballfield	(B) Displaces no residences. (A) Requires wooded, undeveloped property from Ogden Jr. High.	(A) Displaces 10 residences, including a mobile home. (A) Requires property from Clackamas Community College. (A) Property req'd from school district bus lot and 2 churches.
Proximity	(A) Heavy traffic poses noise, safety and access problems on abutting institutions and residences. (A) Contributes to increased auto and truck traffic on residential streets, as alternative routes are sought out. (A) Contributes to decreases in vitality of old, inner-city neighborhoods. (A) Traffic volumes separate or sever three school attendance areas.	(A) Construction noise, dust, vibration, and congestion would temporarily degrade environment of abutting residences and institutions. (A) Operation of highway would adversely affect some abutting residences (noise, pedestrian safety, visual activity), unless impacts are mitigated. (B) Downtown commercial area, institutions, and neighborhoods would benefit from less traffic congestion. Pedestrian safety improvement.	(B) New access point in Park Place neighborhood.	(A) New highway in semi-rural neighborhood area. (A) Holly Lane neighborhood perceives new highway as decreasing "liveability" of area.	(A) Irreversible loss of natural area suitable for park site near urban area.	(A) Highway travel lanes would be closer to day care center and soccer field at Clackamas Com. College. (B) Traffic lights would improve pedestrian safety at the west entrance of the college and at other intersections.

NOTE: (A) = Adverse Impact
(B) = Beneficial Impact

TABLE 9-4 (continued)

SUMMARY MATRIX OF THE IMPACTS ON THE SOCIAL ENVIRONMENT
Oregon City Bypass Project

Topic	Alternative 1—No-Build Alternative	Alternative 2--Build Alternative				
		General Impacts	Specific Impacts			
			Segment 1	Segment 2		Segment
				Corridor A (Ridge Route)	Corridor B (Canyon Route)	
Accessibility	(A) Impedes regional and local accessibility, especially during peak travel hours. (A) Impedes emergency vehicles. (B)*In long term, could contribute to slowing of population growth, particularly south of Oregon City.	(B) Major benefit to accessibility in Oregon City area by separating through from local traffic. (B) Improves the delivery of emergency services by decreasing traffic on existing route and creating an additional route. (B) Improves access for Clackamas Com. College students who live north of Oregon City. (B) Incorporates Class III bike lanes on shoulders. (B) Would provide good access to proposed light rail transit station in Oregon City; if and when established. (A)*Unless mitigated by land use controls, project could contribute continuing "urban sprawl" outside urban growth boundary.				

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* The use of the terms "adverse" and "beneficial" are based on value judgments about the impact. Many publics view population growth as beneficial; many view it as adverse. Major additional growth outside the urban growth boundary is defined as "adverse" herein; inside the UGB, "beneficial."

Right-of-way acquisition would also affect Ogden Junior High, Clackamas Community College and other institutions. Corridors A and A-Modified would require part of the athletic field at Ogden.

Introduction of a major highway with the Corridor A and A-Modified routes on the western edge of the semi-rural area east of Oregon City is opposed by the residents because of their perception of adverse livability impacts. The Corridor B and B-Modified routes, however, would traverse the undisturbed forested Newell Creek Canyon, an area suitable for park/recreation.

The project could contribute to continued urban sprawl unless local jurisdictions enforce appropriate land use controls.

The relative significance of the adverse impacts of the overall project are considered "moderate" as compared to other environmental studies of highway projects. In Segment 2 the social impacts of Corridor A and A-Modified are considered moderate and Corridor B and B-Modified are classified as minor.

Mitigative Measures

It is the policy of the Oregon Department of Transportation that persons displaced by a highway project shall receive fair and humane treatment and not suffer unnecessarily. The policy requires that property acquired for the project be purchased at fair market value. Nobody would be required to move until adequate replacement housing has been found and offered. Individuals displaced would also be eligible for relocation benefits and assistance.

Another monetary compensation measure involves additive payments, which would aid displaced persons to move to comparable housing. Typically, displaced persons upgrade their housing situation.

Securing decent, safe and sanitary replacement housing for displaced persons is not expected to be a problem. The amount of new housing being built in the area outside Oregon City and the availability of used housing should allow a smooth relocation. The housing market as it is today appears to have an adequate housing supply in a wide price range for the affected persons. Preliminary studies have found 365 single family housing units and 11 duplex rental units available.

Potential displacees have not been contacted by right-of-way staff because the project is only in the development stage. No decision has been made on final design and right-of-way requirements or even if a Build alternative is to be advanced.

If Corridor A or Corridor A Modified is selected, replacement property could be purchased adjacent to Ogden Junior High for a new ballfield if necessary. All feasible actions would be investigated to insure a mutually agreeable property exchange.

The Corridor A or A Modified routes would also be depressed in the LDS Stake Center/Ogden Junior High area. Access would stay as now and protective fencing built where needed to prevent pedestrians from wandering onto the highway.

Pedestrian-activated traffic lights at the major intersections, including Clackamas Community College, would be installed to improve pedestrian safety and access.

The bypass would have controlled-access design with only 4 access points, in order to assist in discouraging urban sprawl.

ECONOMICS

Existing Setting

Region and County

The Clackamas County economy historically has been based on rural activities, somewhat independent of the Portland metropolitan area. Recently, the county has developed a diverse urban economy with strong ties to the metropolitan area. However, the county and project area are still more dependent upon natural resource economic sectors than the rest of the metropolitan area. Table 11-1 shows 1977 and projected 2000 comparative employment numbers for the Portland Standard Metropolitan Statistical Area (SMSA), Clackamas County and District 15 (includes Oregon City and an area south and east of the city). Major conclusion evident from the table are:

1. Substantial increases in finance/insurance/real estate, government, services, manufacturing and retail trade employment are projected for Clackamas County;
2. Clackamas County is projected to have higher percentage increases than the SMSA in all categories;
3. District 15 projections show a lower increase for manufacturing, construction, wholesale trade and transportation/communications/public utilities;
4. District 15 increases are less than Clackamas County increases, except for the self-employed sector;
5. The largest increases in employment in District 15 are in the finance/insurance/real estate, services, government and retail trade sectors;
6. Total employment for Clackamas County and District 15 is expected to increase at a higher rate than the SMSA;

TABLE 11-1

TOTAL EMPLOYMENT BY STANDARD INDUSTRIAL CLASSIFICATIONS (SIC),
1977 to Year 2000

Employment SIC	1977 Employment				2000 Employment				Percent Change 1977-2000		
	Portland SMSA	Clackamas County[1]	District 15[2]	District 15's % of County	Portland SMSA	Clackamas County	District 15	District 15's % of County	Portland SMSA	Clackamas County	District 15
Self Employed	53,900	6,574	1,135	17.3%	65,400	8,520	1,475	17.3%	21.3%	29.6%	30.0%
Manufacturing	94,249	10,317	999	9.7%	153,976	19,641	1,298	6.6%	63.4%	90.4%	29.9%
Construction	19,681	3,061	361	11.8%	26,900	4,369	404	9.2%	36.7%	42.7%	11.9%
Transportation, Communications, and Public Utilities (T.C.P.U.)	30,800	926	231	24.9%	35,837	1,652	245	14.8%	16.4%	78.4%	6.1%
Wholesale Trade	38,206	4,402	134	3.0%	52,520	6,571	161	2.4%	37.4%	49.3%	20.1%
Retail Trade	79,069	8,056	1,388	17.2%	107,943	14,674	2,190	14.9%	36.5%	82.1%	57.8%
Finance, Insurance, and Real Estate (F.I.R.E.)	33,418	1,352	279	20.6%	58,058	5,904	540	9.1%	73.7%	336.7%	93.5%
Services	90,019	8,909	2,004	22.5%	159,331	17,3975	3,836	22.1%	77.0%	95.0%	91.4%
Government	74,388	8,303	3,056	36.8%	124,800	19,362	5,622	29.0%	67.8%	133.2%	84.0%
TOTAL EMPLOYMENT	513,730	51,900	9,587	18.5%	784,757	98,068	15,771	16.1%	52.8%	84.1%	64.5%

SOURCE: CRAG, "Second Round "Regional Growth Allocation for the CRAG Transportation Study Year 2000, Portland, 1978

[1] Portion of Clackamas County with the transportation study area only.
[2] District 15 is the project study area for the Oregon City Bypass project.

7. The major employment sectors in Clackamas County are: manufacturing, wholesale and retail trade, services and government. Agriculture remains an important industry, due to favorable soils, climate, and market accessibility.

Manufacturing employs about 25% of the job holders in the county, with lumber, paper and allied products employing 35% of the manufacturing employment total. Fabricated metals, instruments and machinery account for another 32%. Manufacturing is concentrated in the northwest part of the county and Wilsonville.

Clackamas County has about 10% of the Wholesale Trade employment in the SMSA. Lumber and construction account for the largest percentage, followed by machinery and electrical goods. The excellent transportation system is the major contributing factor to the wholesale trade sector.

Food stores and automobile dealers are the largest subsectors of the Retail Trade sector of the county economy, accounting for 24% and 22% of the total retail sales. General merchandise, apparel and building materials/ hardware together account for another 27%.

The largest employment subsectors of the Services sector are business services and personal services. The education subsector is the largest in the Government sector.

Approximately 170,000 acres or 14% of the total land area of Clackamas County is farmed. Trends indicate a decrease in farm acreage, total number of farms and number of owner-operated farms. Approximately 850,000 acres of the County is commercial forest, 75% of which is publicly owned. The forest lands play a significant role in the county economic base, in terms of employment, sales and county revenue.

The most important materials produced in the County are sand and gravel, stone and clay. Abundant reserves of sand and gravel are scattered throughout the county. Recreation and tourism also contribute substantially to the county economy.

The county labor force, now about 18% of the entire SMSA, is expected to increase by 75%, to include 23% of the SMSA's total. Unemployment rates for the county are generally higher than for the Portland SMSA, which are in turn higher than the national rate.

The per capital income of Clackamas County is higher than the SMSA.

Project Study Area

Oregon City has a diversified economic base, with no economic sector dominant. Despite its image as a mill town, both county government and Clackamas Community College employ more people than the lumber/paper mill.

Oregon City is the primary commercial center for the County. There are three major commercial areas within the city: the "historical" business district on the lowest level and Seventh Street and Molalla Avenue (on the existing route). The two business centers along Seventh Street are between High and Van Buren Streets and at the Monroe intersection. This commercial area has very limited vacant land, with the major redevelopment problems being traffic and lack of adequate off-street parking.

The Molalla Avenue commercial area is oriented to highway related businesses. The major problem is the lack of off-street parking for many of the smaller shops. Two shopping centers have been developed at the intersections of Warner-Milne/Molalla and Beaver Creek/Molalla along the existing highway.

Commercial and industrial activities near the proposed bypass are located along:

Segment 1: Redland Road.
Segment 2: Maple Lane/Beavercreek Road.

The largest two employers in the city are Clackamas Community College, with 750-850 employees, and Clackamas County government with 630. Other government employment brings the total to over 30% of the city's work force.

Utilities serving the area are:

Portland General Electric
Northwest Natural Gas
Pacific Northwest Bell Telephone
Beavercreek Telephone Company
Clear Creek Telephone Company
Canby Telephone Company

Environmental Impacts

No-Build Alternative

There would be no right-of-way required, therefore, no residents, businesses, or utilities would be displaced. The local tax base would not be affected.

The $12.7-$13.5 million dollar construction cost and the effect of those expenditures would be foregone and transferred to other projects in the metropolitan area. The delays in reappropriating the funds to other projects would reduce their buying power. This alternative would also increase costs to the road user, due to increased maintenance, travel times and accident costs. The existing route is longer and has slower operating speeds than the bypass.

The heavy traffic volumes and poor accessibility of the No-Build could contribute to a decrease in sales along the existing highway. The No-Build is potentially not compatible with local economic development plans as it could retard development linked to improved access associated with the bypass.

The No-Build would not alter regional economic activity, but would change localized development patterns. Future population and employment levels assumed in local plans for the project area may not be attained with the No-Build, due to inability of the road system to manage the traffic.

Build Alternative

Right-of-Way

All Build alternative routes would require additional land. Table 11-2 summarizes the right-of-way requirements, displacements and costs. These are preliminary estimates and are only representative of the project. Adjustments to the alignment of the selected route will occur in final design; thus, right-of-way needs and specific impacts to properties would be somewhat different.

The Build alternative would require the displacement of two businesses. One of the major problems of business displacement is the frequent difficulty of finding replacement facilities. In this case, however, many areas in Oregon City and the region are available for commercial and industrial uses.

No public utility would be disrupted for a prolonged period of time.

Segment 1: The Park Place Construction Company, employing about 50 people, would be displaced. The company could relocate to a similar size parcel in a central location. Approximately 18 acres of the 113 acre Rossman Sanitary landfill would be acquired, but operation should not be seriously affected. The total amount of land available for landfill used would be reduced, but about half of the acquisition area has already been filled.

Segment 2, Corridor A: Part of the Merconi Berry Farm would be acquired. Also, a number of parcels would become landlocked.

Segment 2, Corridor B: Other than the land required, no specific economic impacts of right-of-way are identified.

Segment 3: A custom butchering and processing center, S and K Meat Company, would be displaced. There could be some problems in relocating due to waste disposal.

Modified Routes

The Modified routes would require more land than the other alternatives: the total Corridor A Modified would require 149 acres, 23 acres more

TABLE 11-2

RIGHT-OF-WAY REQUIREMENTS, DISPLACEMENTS AND COSTS

	Total Project		Segments			
			Seg. 1	Seg. 2		Seg. 3
	With Corridor A	With Corridor B		Corridor A	Corridor B	
Property Acquisition (acres)	126.2	128.8	26.8	60.5	63.2	38.8
Number of Parcels	81	73	16	32	24	33
Displacements:						
Residential	22	18	8	4	0	10
Business	2	2	1	0	0	1
Non-Profit Organizations	0	0	0	0	0	0
Cost ($000)						
Land and Improvements	$3,600	$3,200	$1,640	$ 795	$ 395	$1,165
Damages	290	240	80	-130	- 80	80
Relocation	235	195	95	- 40	- 0	100
Total Cost	$4,125	$3,635	$1,815	$ 965	$ 475	$1,345

SOURCE: Region 1 Right-of-Way Section, Oregon Department of Transportation, 1979.

than the A route; the Corridor B Modified would require 164 acres, 35 acres more than the Corridor B alignment. Right-of-way costs for the A Modified would be about $5.1 million, compared to $4.1 million for the A route and about $4.4 million and $3.6 million for the B and B Modified routes respectively.

The Modified alignments would displace the same number of businesses (two), but would require more land from the berry fields east of Ogden Junior High (A Modified only) and south of the Maple Lane/Beaver Creek Road intersection.

Fiscal

The funds used for the project would produce immediate and direct economic benefits to the construction industry. The amount spent is multiplied through the economic system.

The tax base of both Oregon City and Clackamas County would be minimally impacted, as shown on Table 11-3. The percentage amount of tax base loss is very small and the differences between the alternatives slight. When taken into perspective, these conversions of private to public property do not significantly affect the tax base. The number of land parcels, however, landlocked by the A Modified would be higher than the A route. Further, the impact to the tax base would be slightly higher with the Modified routes.

Land values would tend to rise somewhat in response to the new highway. Road user costs, particularly for through traffic, would be lowered. The length of the new road would be less than the existing route and of a design that would reduce vehicle operating and maintenance costs.

The impacts to land values and road user costs, however, is essentially the same for the Modified and other alignments.

Economic Development

There is little evidence that the bypass would have a major effect on economic development. The new highway may be a further catalyst to local development, but would not be in itself sufficient to create economic activity. The increased accessibility would make the area more attractive and be compatible with local economic development plans and policies.

Most of the short-term impacts in economic development would occur near the bypass intersections. The reduction in highway traffic through the core area would not have a general adverse effect on business sales. In fact, the bypass should have a positive impact in encouraging retail trade and new enterprises.

The bypass would improve access to commercial areas along the existing highway, the Oregon City shopping center and the downtown core. The development

TABLE 11-3

TAX LOSS
(1978-79 Property Taxes)

	Total Project		Segments			
			Seg. 1	Seg. 2		Seg. 3
	With Corridor A	With Corridor B		Corridor A	Corridor B	
Private Property Acquired (acres)	116.8	115.1	26.3	60.4	58.7	30.3
Assessed Value of Right-of-Way ($)	853,300	742,400	427,900	175,800	65,000	250,500
Annual Tax Revenue Loss ($)						
Oregon City	22,185	19,303	-	-	-	-
Clackamas County	20,478	17,818	-	-	-	-
Percent Reduction in Tax Base:						
Oregon City	.011%	.0095%	-	-	-	-
Clackamas County	.02%	.018%	-	-	-	-

SOURCE: Clackamas County Assessor's Office and ODOT Right-of-Way Section 1979.

NOTE: Property tax revenue lost as a result of right-of-way acquistion is estimated from current assessed values and proposed right-of-way boundaries. The assessed value of land and improvements for each property to be acquired was tabulated for each segment and alternative. If only a portion of a particular lot is to be acquired, the same percentage of assessed value is used in the analysis. If any portion of a permanent structure is to be acquired, the entire structure is assumed purchased. All property beyond the right-of-way is assumed to be either retained by the current owner or resold by the state to the adjoining property owner. Thus, the analysis assumes that no property beyond the right-of-way is retained by the state.

The assessed value of each property to be acquired is then multiplied by the current tax rate to obtain an estimate of tax revenue lost. An average of the tax rates for all of the affected county districts was utilized for these calculations. No allowance is made for possible increases in tax rates, real assessed value increases (beyond the general level of inflation), rezoning, or other variable changes. Property value changes caused by the alternatives are also excluded.

Total Tax Base 1978-79 (Revenue from affected taxing districts):
Oregon City $202,934,100
Clackamas County $100,148,830

of the Clackamas Town Center may draw shoppers from business in the city. The bypass would allow very convenient access to this large shopping center, particularly for those living south of the city.

Some businesses, particularly those highway oriented along the existing route, may suffer loss of sales if the bypass is built. These losses may be offset by gains in other business activity. The additional area taken by the Modified routes would not adversely affect industrial uses to a greater degree than the other alternatives.

The relative effect on economic development among the routes is indistinguishable.

Comparative Summary

The economic impacts of the various alternatives are summarized in Table 11-4. The No-Build is generally considered economically adverse, due to the continually decreasing development potential.

The Build alternative would displace 2 businesses. The Build would also require some readjustment of utility lines. Road user costs would be lowered and the downtown core would become a better place to shop. Further, the Build would contribute to more economic activity and conform to local development plans.

The bypass may initially reduce sales of highway oriented business on the existing route, but improve access to the Clackamas Town Center.

The relative adverse impact of the Build Alternative is considered "minor," with few differences between the alternative routes.

Mitigative Measures

In accordance with right-of-way acquisition procedures, business properties would be purchased at fair market value. Businesses would also be entitled to reimbursement for reasonable moving expenses, and searching for replacement property or receiving an amount equal to the annual net earnings up to $10,000 in lieu of other relocation benefits.

Coordination with affected utility and service agencies would be conducted prior to construction to allow appropriate adjustments and to ensure continuation of service.

Owners of landlocked properties would be compensated either by payment of damages or outright purchase of "uneconomic" remainders.

TABLE 11-4

SUMMARY OF ECONOMIC IMPACTS

Impact Topic	Alternative 1--No-Build	Alternative 2--Build Alternative				
		General Impacts	Specific Impacts			
			Segment 1	Segment 2		Segment 3
				Corridor A (Ridge Route)	Corridor B (Canyon Route)	
Right-of-Way:	No right-of-way required. (B)	R/W acquired with Corridor A, 126.2 acres; with Corridor B, 128.8 acres. (A)	26.8 acres (A)	60.5 acres (A)	63.2 acres (A)	38.8 acres (A)
		R/W Cost with A, $4.1 M; with B, $3.6 M. (A)	$1.8M (A)	$1.0M (A)	$0.5 M (A)	$1.3 M (A)
		2 businesses displaced and required to relocate (A)	1 business displaced; R/W taking from landfill (A)	Potential displacement of berry farm (A)		1 business displaced (A)
		Require the relocation of some utilities—gas, water, sewage, telephone. etc. (A)				
Fiscal Impact	Inflation and the rising cost of construction would make any future substitute transportation improvement more expensive. (A)	Estimated Cost of Project with A, $13.5 M; with B, $12.7 M. (B)				
		Generation of jobs and income through purchased goods and services needed to construct the facility. (B)				
	Cost of project would accrue to other areas of the city. (A)	Increase land values and adjacent property, particularly those at points of access. (U)				

NOTE: (A) Adverse Impact
(B) Beneficial Impact
(U) Uncategorized Impact

TABLE 11-4 (continued)

Impact Topic	Alternative 1--No-Build	Alternative 2--Build Alternative				
		General Impacts	Specific Impacts			
			Segment 1	Segment 2		Segment 3
				Corridor A (Ridge Route)	Corridor B (Canyon Route)	
	Would increase road user costs because of delays and slower trips through Oregon City. (A)	Shorter route than exsisting--0.2 mile with A, 0.4 mile with B. (B)				
		Improve visibility and location of private business and services. (A)				
	Could negatively affect business sales along existing highway and in downtown Oregon City. (A)	Improve accessibility to shopping centers such as Clackamas Town Center and Oregon City Shopping Center for residents south of project and near highway interchanges. Possible loss of retail trade in downtown. (B and A)				
Economic Development		The bypass may serve as a catalyst for development, but in itself is not sufficient to create economic activity. (B)				
		Separating through from local traffic would decrease traffic in downtown retail centers and facilitate re-development. (B)				

TABLE 11-4 (continued)

Impact Topic	Alternative 1--No-Build	Alternative 2--Build Alternative				
		General Impacts	Specific Impacts			
			Segment 1	Segment 2		Segment 3
				Corridor A (Ridge Route)	Corridor B (Canyon Route)	
	May delay or retard development plans which are closely linked to the improved access to be provided by the proposed facility. (Whether or not these delays would be entirely attributable to a no-action is speculative.) (A)	Provides major accessibility improvements to industrial areas at north and south ends of Oregon City. (B)				
	Loss of development potential. (A)	Some traffic-dependent business may have reduced sales or be required to change nature of business.				
		Intensive commercial and perhaps multi-family uses may develop at intersection areas. (U)				
		Would accommodate major employment increases forecast in area outside Oregon City. (B)				

CULTURAL RESOURCES

Existing Setting

General Background, Historic Resources

Oregon City is unique in possessing not only individually valuable historic sites, buildings and areas, but also is significant in its entirety. The evolution of Oregon from wilderness to a state is exemplified by the city, as both Provisional and Territorial governments were formed here. It became the first incorporated city west of the Rockies. Oregon City's significance, however, is based not only on its governmental role, but also on its importance as the end of the Oregon Trail and its list of "firsts" in the West.

Oregon City has numerous homes, commercial buildings and markers commemorating historic events, pioneers, examples of period architecture and the locks around Willamette Falls, which opened in 1873. Several structures date from the 1840's and 50's, and many more from the late 1800's. Represented is an impressive variety of architectural styles, design and decoration. Efforts are being made at the federal, state, and local levels to identify and preserve these features for future research, education, and appreciation. See Figure 10-1 for the location of the sites.

Among the properties are one historic district and eight structures listed in the National Register of Historic Places. None of these, however, are adjacent to any of the project alternatives. In addition, there are no "Century Farms" located adjacent to project alternatives.

No Build-Existing Route Historic Sites

Properties Listed or Eligible For The National Register

None.

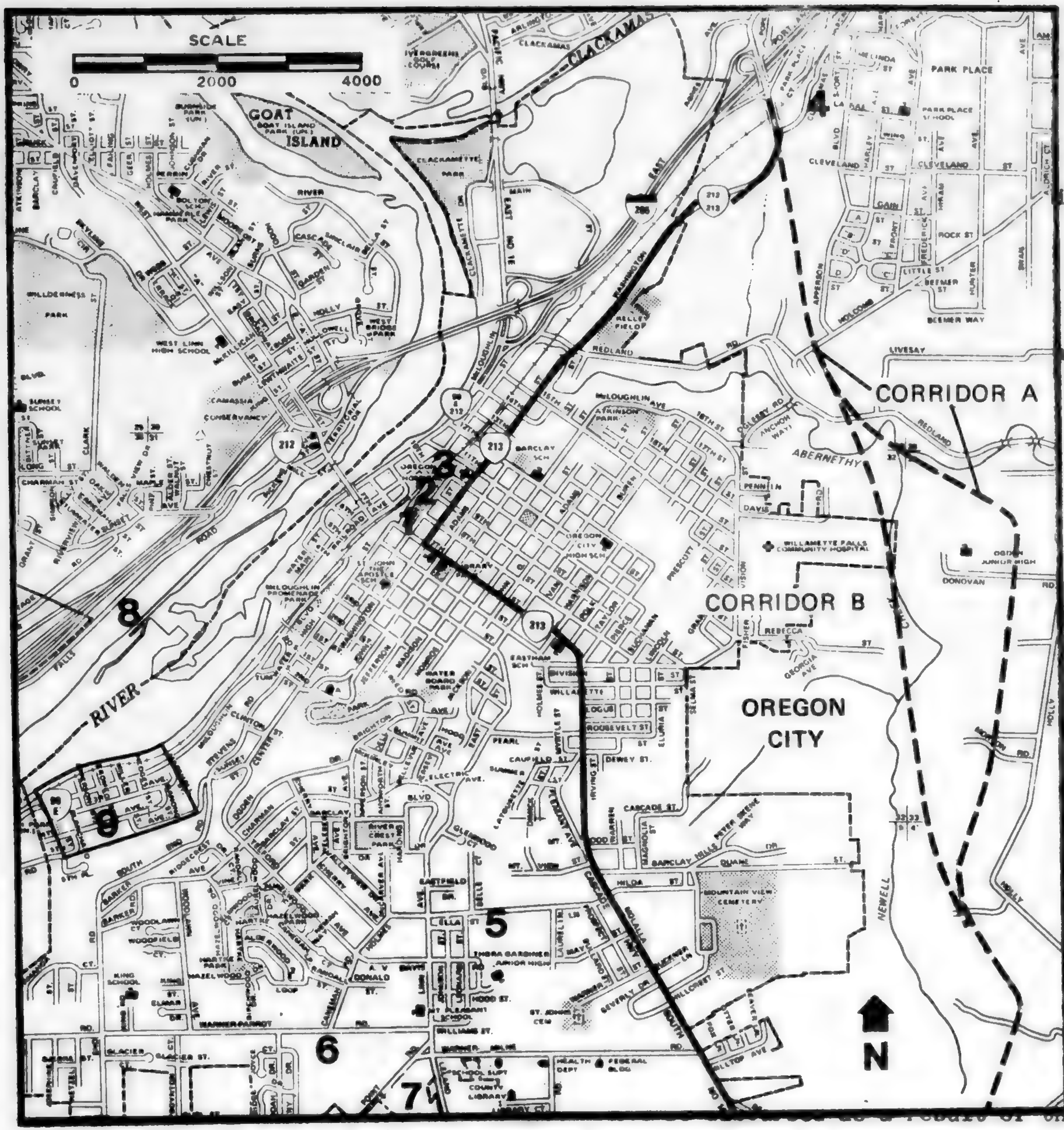
Properties Listed on the Statewide Inventory of Historic Sites and Buildings or otherwise historically significant.

Kelley Field (Abernethy Green), named after Provisional Governor George Abernethy. This is the west end of the Barlow Road section of the Oregon Trail. A marker commemorates the pioneers of that era.

Judge Harvey Cross House, 809 Washington, built in 1889, is considered to be the best example of Italianate architecture in Oregon City.

Mary E. Barlow House, 1206 Washington, built in 1887 in Queen Anne style.

FIGURE 10-1


SCALE
0
2000
4000
GOAT ISLAND
CLACKAMAS
RIVER
CORRIDOR A
CORRIDOR B
OREGON CITY
N
1
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3
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5
6
7
8
9

option. However, the Build alternative is routed through an archaeologically sensitive a

Properties Listed in the National Register of Historic Places

1. McLoughlin House National Historic Site
713 Center Street

2. Dr. Forbes Barclay House
719 Center Street

3. Francis Ermatinger House
1018 Center Street

4. Hiram A. Straight House
16000 S. Depot Lane, Park Place

5. Rose Farm, William L. Holmes House
534-536 Holmes Lane

6. Morton Mathew McCarver House
554 Warner-Parrot Road

7. Captain John C. Ainsworth House
19195 S. Leland Road (South of City Limits)

8. Willamette Falls Locks
West bank of Willamette River at West Linn

9. Canemah Historic District
Bounded by the River, 5th Avenue, Marshall and Paquet Streets

Mountain View Cemetery, 500 Hilda, contains graves of prominent pioneers, including Peter Ogden.

Properties of Local Cultural Interest*

There are 29 residences, 4 commercial structures, the Oregon City Public Library and 1 barn along the existing route that are of local cultural interest. Additionally, both Seventh and Washington Streets retain a sense of place and traditional atmosphere which have continuity and visual harmony.

Build Alternative

Properties listed on the National Register

None.

Properties listed on the Statewide Inventory or otherwise historically significant.

None.

Properties of Local Cultural Interest*

There are 8 residences, 2 barns, 3 Donation Land Claim Markers, the Barlow Road Crossing and the Pioneer Cemetery in the vicinity of the Build alternative that are of local interest.

General Background - Archaeological Resources

Because of its location near the confluence of the Clackamas and Willamette Rivers, the project area was an appropriate area for habitation by Chinookan Indian peoples. The years of historic events, Indian habitation and probably ancestral habitation by other aboriginal groups indicate that his area has a high potential for discovery of archaeological sites. The No-Build alternative is located in an urban area; because no construction would take place along the existing route, artifacts would not be disturbed as a result of this option. However, the Build alternative is routed through an archaeologically sensitive area in all segments and corridors.

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*These buildings and structures contribute to the architectural variety and period quality of the area, but do not possess historic significance entitling them to protection under Section 4(f), Department of Transportation Act of 1966 or Section 106, National Historic Preservation Act of 1966.

Environmental Impacts

No-Build Alternative

Historic Resources

Failure to build a bypass and relying on the existing route would have an adverse impact to properties on or eligible for the National Register and other historic sites. The No-Build alternative would affect the function and restoration of historic districts and properties. Current traffic volumes already are disrupting access and restricting parking near historic attractions. Future increases in traffic indicate that these problems would be intensified along with increases in noise and possibly air pollution.

Secondly, the potential for increased tourism based upon the area's historical significance, would be hindered if problems associated with traffic along the existing route are not alleviated.

Archaeological Resources

No impact.

Build Alternative

Historic Resources

Segment 1. No direct impact would occur to buildings, settings, or access to sites including National Register or other properties of historic significance.

If a marker at the Barlow Road crossing is installed, the project may remove it, requiring relocation.

The grounds adjacent to Pioneer Cemetery may be affected. Improvement of the cemetery property may require additional land surrounding it; the proximity of the bypass may restrict land available for this purpose. Until final plans are complete, it is impossible to determine if impact would result.

Segment 1 Modified. No direct impacts would occur to National Register or other historically significant sites, but the route would be nearer to the Pioneer Cemtery, thereby increasing the possibility of impact.

Segment 2, Corridor A. No direct impacts to historic sites including National Register or other historically significant properties would occur. As land use intensifies due in part to the bypass, sites associated with a rural environment could have their settings adversely affect.

Segment 2, Corridor A Modified. Impacts are the same for this option as for the Corridor A route, including no impact to National Register or other historically significant sites.

Segment 2, Corridor B. Two Donation Land Claim markers may be relocated, but no other impacts are expected, including no impacts to National Register or other historically significant sites.

Segment 2, Corridor B Modified. Impacts are the same as for Corridor B, including no impacts to National Register or other historically significant sites.

Segment 3. No impacts would occur.

Segment 3 Modified. There would be no impacts.

Archaeological Resources

The potential for discovery of archaelogical sites and related cultural information is very high in portions of the project area. Segment 1 may have evidence of village habitation and conflict sites. The bluff between Apperson Boulevard and the proposed alignment is reported to have a cave which may have had a function in warfare or as a shelter. The Redland/Holcomb/Livesay Roads area is particularly sensitive in regard to the possible existence of unmarked burial sites.

Topography along Abernethy Creek indicates that it was a likely travel corridor. Segment 2, Corridor A may include aboriginal village or camp sites and Corridor B likely has hunting and fishing sites. Similarly, all lands bordering streams may include indications of historic and prehistoric sites.

Construction of the Build alternative in all segments and in either corridor would likely impact these resources. This would be true for either the modified or other alignments.

Mitigative Measures and Coordination

No-Build Alternative

Selection of the No Build would not require mitigation measures to be implemented. Some possibilities, which would not be funded nor part of the proposal, would be to improve parking with access to historic sites, improving signals to facilitate access and providing alternate routes through less sensitive areas.

Build Alternative

If Donation Land Claim markers are affected by the project, mitigation would include referencing the point by placement of permanent markers.

If project construction in Segment 1 removes a marker at the Barlow Road Crossing, the Clackamas County Historical Society would be consulted in regard to placement. If the Pioneer Cemetery is affected, authorities would also be contacted to determine boundaries and proposed additions to the property.

Construction of the Build alternative, all segments and corridors, would require an archaeological reconnaissance survey of the affected area. The survey and any recommended salvage of sites would be conducted by the Oregon State Department of Anthropology at the University of Oregon. All mapping and salvaged material would be recorded and preserved by the Museum, the official State depository designated by the Smithsonian Institute. Information obtained by these procedures would then be analyzed for significance and contribution to the cultural knowledge of the State.

All site evaluation and any recommended salvage and/or other mitigation measures would be completed prior to construction and be coordinated with the State Historic Preservation Office (SHPO). Land affected by a Build alternative route would be examined for indication of Indian burial sites, particularly in the Redland/Holcomb/Livesay Roads area. Appropriate Native American organizations and individuals who may have knowledge of these sites would be contacted.

The State Historic Preservation Office was contacted for information and a determination regarding properties listed, nominated, or eligible for the National Register of Historic Places and the Statewide Inventory. Interviews were conducted with the Clackamas County Historical Society and individuals and groups interested in cultural resources. Field investigation was also conducted. Any salvage or mitigation would be coordinated with and approved by the SHPO prior to construction. All procedures comply with the National Historic Preservation Act and Executive Order 11593.

AESTHETICS

Existing Setting

Esthetics are the qualities of the environment which form a perception that is beautiful, attractive or pleasant. Esthetic considerations are important factors of a liveable environment. Esthetics effects of a highway are therefore important to both those who view the highway and to highway users viewing the surrounding environment. Analysis of the esthetic nature helps determine acceptable changes in the general visual character and the types of mitigative measures which best blend with the landscape. Alterations which greatly affect the dominant natural features of the landscape would adversely impact the esthetic character.

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ROBERT W STRAUB
GOVERNOR

Department of Transportation
STATE HISTORIC PRESERVATION OFFICE
Parks and Recreation Branch
525 TRADE STREET S.E., SALEM, OREGON 97310

June 4, 1979

Mr. Pieter Dykman, Research Coordinator
Highway Division Environmental Section
412 ODOT Building
Salem, OR 97310

Dear Mr. Dykman:

Re: Park Place-Clackamas Community College
(Oregon City Bypass)
Cascade South Highway 160
Oregon City, Clackamas County

This is in response to the Cultural Resources Report carried out to assess the impact of the above mentioned project on historic and archeological resources.

We have reviewed the discussion of "no-build" and "build" alternatives, and we have consulted historical survey data on file with the Oregon City Planning Department. We feel that the second alternative is preferable to the long term and indirect impacts of the "no-build" alternative upon a number of properties listed in, or potentially eligible for inclusion in the National Register of Historic Places. From the standpoint of minimizing impacts upon properties of historic interest, it appears that corridor B of segment 2 of the "build" alternative would have less direct impacts than corridor A.

Whereas no archeological resources would be affected by the "no-build" alternative, the report suggests that there is likelihood of affecting archeological resources in the construction of new alignments. By way of mitigation, we note that an archeological survey would be undertaken in the area affected by the alignment adopted for the "build" alternative, and, further, that arrangements would be made for salvage as appropriate.

In summary, we feel that P.L. 89-665 and Executive Order 11593 have been adequately addressed. We generally concur with the findings of effect, particularly with regard to the negative, long term and indirect effects of the "no-build" alternative. As always, we appreciate this opportunity to comment.

Sincerely,

David G Talbot

David G. Talbot
State Historic Preservation Officer

DGT:EWP

Clackamas County, Oregon City, and Gladstone recognize the need for retention and protection of esthetic qualities, because the area offers a variety of scenic attractions.

No-Build Alternative

From the Park Place Interchange south to Division Street, the existing highway is adjoined by a log mill, sanitary landfill and highway development. Abernethy Creek, historic properties, landscaping and natural vegetation are attractive features in this area. In addition, the elevation changes add different perspectives to the esthetic experience.

From Division Street south, highway development dominates the view. On clear days, Mt. Hood is visible from several locations. There is some open space and natural vegetation, especially near the Clackamas Community College entrance. The landscaping and architecture on campus are further positive elements.

Build Alternative

Open space, forested areas and stream valleys provide a rural, pastoral atmosphere in Corridors A and A Modified and a natural character in Corridors B and B Modified. Because of the location of the proposed routes, many long distance views would be blocked, although views of Mt. Hood along the south part of the route would be a positive experience. Views along the north part would be heavy industry and the sanitary landfill.

Environmental Impacts

Impacts under consideration include the view of the highway (including the compatibility of the project alternatives with the existing visual setting and specific amenities); the view from the route (curves and structures, harmony of the road with the topography and landscaping) and the exposure of adjacent land uses which may be either attractive or unpleasant.

No-Build Alternative

This would result in no variation from the present scenic quality.

Build Alternative

All routes would adversely affect esthetic qualities by disturbing areas which are predominantly rural or natural. Corridors B and B Modified, Segment 2, would be the most severe because of the undeveloped nature of Newell Creek canyon. While the view from the road would be a pleasant visual experience in Segment 2 with any of the options, the new highway would diminish the surrounding esthetic quality. The positive aspects of open space and forested areas would be disrupted, particularly in Corridor B and B Modified.

Several homes along all corridors would be impacted esthetically by exposing them to a major highway. Corridors A and A Modified would expose more homes to the view of the highway than Corridors B and B Modified.

Mitigative Measures

If the Build Alternative is selected, care would be taken to preserve vegetation. Immediate revegetation of those disturbed areas would lessen the long-term aesthetic impact, although construction needs may limit this possibility. Planting of shrubs or trees can further mitigate effects on affected homes by creating a buffer. This would probably be the responsibility of the homeowner, however, as payments for yard relandscaping are not made. Preservation of vegetation adjacent to Newell Creek has been requested by the Citizens Advisory Committee.

CONFORMANCE WITH GOALS AND PLANS

This section briefly summarizes possible conflicts between proposed project alternatives and state and local policies. It is necessary to remember that comprehensive planning is an on-going process; changes to the adopted plans are a part of the process. Further, the process assumes that all goals cannot be completely met on all properties at all times; "trade-offs" between conflicting goals are unavoidable, necessary and anticipated as part of the process. Single purpose planning, however, such as highway location, should support and complement comprehensive plans and policies in order to ensure optimal use of resources during development actions.

STATEWIDE PLANNING GOALS

State statute requires state agencies to "carry out their planning duties, powers and responsibilities and take actions that are authorized by law with respect to programs affecting land use in accordance with state-wide planning goals ....." (O.R.S. 197.180). This and other requirements call for coordinated planning by all levels of government and the public to ensure project compatibility with local comprehensive plans.

If a highway project is part of the affected area's comprehensive plan that has been acknowledged to be in compliance with the Statewide goals by the Land Conservation and Development Commission, the project is in conformance with the goals. If the local jurisdiction's plan has not been acknowledged or if no plan is in effect, ODOT has the responsibility of evaluating the proposed project for its conformance with the goals. The review "will identify any goal conflicts and any corridor, location and design alternatives considered for minimizing these conflicts" (ODOT Comprehensive Planning Coordination Program).

Goal 1--Citizen Involvement

No-Build: Not applicable.

Build: The project is generally consistent with the intent of the citizen involvement goal. A citizens advisory committee involving interested individuals in the area was appointed. Additionally, numerous other techniques for obtaining citizen involvement were and are being utilized to ensure citizen participation in project development.

Goal 2--Land Use Planning

No-Build: This goal requires that state actions shall be consistent with local comprehensive plans. The No-Build alternative would be in conflict with local land use and economic development plans which assume the bypass.

Build: The project would be consistent with the intent of this goal because it was developed under requirements of the ODOT planning coordination program and because it conforms to local plans.

Goal 3--Agricultural Lands Preservation

No-Build: This alternative would be consistent with this goal because no agricultural land would be acquired.

Build: All corridors would require use of Class I-IV soils. If the final urban growth boundary (UGB) is drawn to include the bypass, the project would be consistent with this goal. However, if the UGB excludes the alignment, use of such soils for non-agricultural use like the bypass would be inconsistent with this goal.

Goal 4--Forest Land Conservation

No-Build: This would be consistent with the goal because no forest land or uses would be affected.

Build: The corridors would be in conflict with the goal because they involve purchase of forest land and removal of such land from forest uses.

Goal 5--Open Space, Scenic and Historic Areas and Natural Resources Conservation and Protection

Open Space

No-Build: This option would be consistent with this subgoal because no open space land would be affected.

Build: All options would be potentially in conflict with this subgoal because of the need to purchase and convert some open space lands to highway use.

Mineral and Aggregate Resources

Not applicable. No known sites of rock or mineral resources are in the project area. No conflicts would occur with any alternative.

Fish and Wildlife Areas and Habitat

No-Build: Selection of the No-Build would be consistent because existing wildlife and fish habitat would not be affected.

Build: All routes would conflict with this goal, because of their effects on fishery resources and due to the significant amounts of wildlife habitat converted to highway use. Corridors B and B Modified conflict to a greater degree than Corridor A and A Modified.

Energy Sources

Not Applicable: No known energy sources are in the project area. Neither the No-Build nor Build alternative would conflict with this subgoal.

Ecologically and Scientifically Significant Natural Areas

No-Build: This alternative would be consistent with the conservation of Newell Creek Canyon, a natural area.

Build: The Build alternatives would conflict with this subgoal, because portions of Newell Creek Canyon would be impacted. Corridors B and B Modified would conflict to a greater degree.

Outstanding Scenic Views and Sites

No-Build: Consistent, as views would be preserved.

Build: All options would be in conflict with this subgoal because of the disruption of the natural landscape.

Water Areas: Wetlands, Watersheds and Groundwater Resources

No-Build: Consistent, as none of these resources would be affected.

Build: All build alternatives would be in potential conflict, because of their effects on wetlands and water basin hydrology.

Wilderness Areas

Not Applicable: No wilderness areas are present.

Historic Areas, Sites, Structures and Objects.

No-Build: This alternative would conflict with the need to conserve and protect several historic sites.

Build: Consistent, as no such sites would be impacted directly.

Cultural Areas

Not Applicable: No such areas are evident.

Recreation Trails

Not Applicable: No trails are located or proposed in the corridors.

Wild and Scenic Waterways

Not Applicable: None are present.

Goal 6--Air, Water and Land Resources Quality Maintenance and Improvement

Air Quality

No-Build: Until 1987, the No-Build would be in conflict with this subgoal. After that date, the No-Build would be consistent, as pollutant levels would not be over standards.

Build: This alternative would be inconsistent with the goal until 1987, but then would be consistent because pollutant levels will not be over standards.

Noise

No-Build: This would be inconsistent with noise level guidelines, therefore, in conflict with this subgoal.

Build: This may be inconsistent with this subgoal because noise levels would exceed the guidelines. Total mitigation may not be economically and socially feasible.

Water Quality

No-Build: Consistent, because no impacts to water quality would occur.

Build: This would be temporarily inconsistent with this subgoal, due to construction effects on water quality.

Land Quality

Not Applicable.

Goal 7--To Protect Life and Property from Areas Subject to Natural Disasters and Hazards.

Stream Flooding

No-Build: Consistent, as no further hazard would occur.

Build: Consistent, as the flood levels would be raised imperceptibly.

Ocean Flooding

Not Applicable.

Groundwater

Not Applicable.

Erosion and Deposition

No-Build: Consistent, because no further erosion and deposition hazard areas would be affected.

Build: This may be in conflict, because part of the Newell Creek Canyon is highly susceptible to these effects. Mitigation and proper design, however, could minimize the hazards.

Landslides

No-Build: Consistent, no construction would occur in such areas.

Build: Corridor B and B Modified in Segment 2 conflict with this subgoal, because of the presence of landslide-prone, unstable slopes. Corridor A and A Modified are consistent, as are Segments 1, 1 Modified, 3 and 3 Modified.

Earthquakes

Not Applicable.

Weak Foundation Soils

No-Build: Not Applicable.

Build: This may be in conflict, because flood plain soils along Abernethy Creek would be compressible.

Goal 8--Recreational Needs

No-Build: Consistent, no designated recreation areas would be affected.

Build: The Corridor A and A Modified routes may be inconsistent, because of the taking from the Ogden Junior High ballfield. The Corridor B and B Modified routes would potentially be in conflict, because of the use of Newell Creek Canyon, a suitable resource for dispersed recreation use.

Goal 9--Improve the Economy of the State

No-Build: This would be in conflict with the goal and local plans calling for a bypass, because accessibility to economic activity would continue to decrease.

Build: This alternative would generally be consistent with the goal, although business displacements and loss of traffic along the existing route would be minor conflicts.

Goal 10--Provide For Housing Needs

No-Build: Consistent, no housing or housing plans would be affected.

Build: All routes would be in potential conflict, due to the purchase of homes and relocation of residents. The number is a small percentage of the housing units; preliminary study indicates that there is adequate replacement housing in the area.

Goal 11--Public Facilities and Services

No-Build: Consistent, no facilities or services or plans for such would be affected.

Build: The Build routes would be in potential conflict, due to proposed acquisition of property from Clackamas Community College and Ogden Junior High. The significance, however, is minor.

Goal 12--Transportation

No-Build: This would be inconsistent with this goal, as a safe, convenient and economic transportation system would not be provided.

Build: The Build routes would be consistent with the goal because: the bypass would be open to bicycles and Tri-Met buses; adverse effects would be minimized; energy user costs would be minimized and; the bypass would conform to local plans.

Goal 13--Energy Conservation

No-Build: This alternative would use more energy than the Build alternatives; therefore, this would be in conflict with this goal.

Build: The routes would be consistent with the goal.

Goal 14--Urbanization

No-Build: Consistent.

Build: It is unknown whether this alternative would be consistent with this goal, due to the uncertainity of the location of the urban growth boundary. If the UGB is drawn to include the bypass, it would be consistent; if the bypass would be constructed outside the UGB, it would potentially be in conflict.

Goal 15--Willamette Greenway

Goal 16--Estuarine Resources

Goal 17--Coastal Shorelands

Goal 18--Beaches and Dunes

Goal 19--Ocean Resources

NOT APPLICABLE

LOCAL PLANS AND POLICIES

The No-Build alternative would be in conflict with regional goals indicating the need for a safe, convenient, efficient, and economic transportation system. Selection of the No-Build would also conflict with Clackamas County and Oregon City policies, but would not conflict with Gladstone plans.

The Build alternative could be in conflict with the regional directive to limit growth along the bypass and the urbanized land policy (only if the UGB is drawn to exclude the bypass). The Corridor B and B-Modified routes could also be in conflict with the regional goal to preserve natural, open space and scenic resources. Additionally, the Corridor B and B-Modified routes would conflict with the county policy to preserve such lands and could conflict with the county policy to protect forest land. Similarly, the Build alternative could conflict the Oregon City policies to conserve and enhance natural resources that reinforce environmental quality. Finally, the Build alternative could be a factor, together with re-opening of the High Rocks Bridge, in encouraging development in areas not designated by the draft Gladstone plan. If so, it could conflict with local policy.

OREGON'S STATE CLEAN AIR ACT IMPLEMENTATION PLAN

The State Implementation Plan (SIP) is as yet incomplete. The Build Alternative should be consistent with the SIP for all the pollutants with standards, including Total Suspended Particulates, Carbon Monoxide and Ozone. The No-Build Alternative would be consistent for all pollutants including Total Suspended Particulates and Ozone, but not for Carbon Monoxide until 1985.

COMPARATIVE SUMMARY OF ENVIRONMENTAL IMPACTS

Factor/Subfactor		No-Build Alternative		Build Alternative
TRAFFIC				
Convenience	(-)	Contribute to further deteriorating traffic flow and convenience.	(+)	All Build options have the same traffic impacts Improve traffic flow and convenience
Safety	(-)	Increase accident potential	(+)	Improve traffic safety
ENERGY				
Road User	(-)	Highest road user consumption (about 516-528 b-BTU's)	(+)	Lower road user energy consumption Corridor A routes 420-450 b BTU's Corridor B routes (lowest) 407-437 b BTU's
Construction	(+)	No construction energy used	(-)	Construction energy used Corridor A routes 132 b BTU's Corridor B routes (lowest) 131 b BTU's
GEOLOGY				
Materials Used	(+)	None	(-)	All Build options use rock, soil, etc. for construction; involve clearing, grubbing.
Potential Geologic Hazards	(+)	None		Segment 1 and 1 Modified - No significant differences. sanitary landfill, fill at Park Place Interchange Segment 2, Corridor A and A-Modified - No significant differences. floodplain, landslide, gullies (3) - (best in Seg 2) Segment 2, Corridor B and B-Modified - floodplain, large landslides (3) and unstable slopes, numerous small landslides; old garbage disposal site (B-Modified is better than B) Segment 3 and 3-Modified - No hazards apparent.

(+) - Positive Impact
(-) - Negative Impact

Factor/Subfactor	No-Build Alternative	Build Alternative
WATER RESOURCES AND AQUATIC BIOLOGY		
Floodplain Encroachment	(+) None	(-) Segments 1 & 2, all options, involve minor floodplain encroachment, but the significance is minimal - The "1" route is best in Segment 1; the B-Modified (best); the B, A-Modified and the A (worst) in Segment 2; there would be no floodplain encroachment with either the 3 or 3-Modified routes.
Erosion and Sedimentation	(+) None	(-) All options would increase erosion and sedimentation to some degree: Segment 1 and 1-Modified - About 22 acres exposed to erosion, 7 to be paved, 15 seeded and mulched Segment 2, Corridor A and A-Modified - About 74 acres exposed to erosion, 23 to be paved, 51 seeded and mulched (best) Segment 2, Corridor B and B-Modified - About 83 acres exposed to erosion, 26 to be paved, 57 seeded and mulched. Potential is higher with B than B-Modified, but higher than A and A-Modified Segment 3 and 3-Modified - About 29 acres exposed to erosion, 9 to be paved, 20 to be seeded and mulched
Drainage Patterns, Surface Water/ Groundwater Ratio, other Hydrologic Factors	(+) None	(-) All options would alter hydrologic conditions, generally to an insignificant degree. Runoff would slightly increase and percolation into groundwater would decrease. Stream channels would also be altered slightly by increased runoff amounts. Although impacts are generally insignificant, the options with the greatest potential for such problems are in Segment 2, Corridor B (worst) and B-Modified.

Factor/Subfactor		No-Build Alternative		Build Alternative
Water Quality	(+)	None	(-)	All options would to a minor degree, result in road-associated pollutants such as petroleum, entering the waterways on a continuing basis. Although impacts are minor with all options, the Segment 2, Corridor B route would have the greatest potential for long-term impact, primarily from sediment entering a high quality stream. B-Modified is significantly better than the B route, but worse than A. A-Modified is the best.
Aquatic Habitat	(+)	None	(-)	Habitat problems are insignificant in Segments 1, 1-Modified and 3 and 3-Modified Segment 2, Corridor A - Due to two channel changes, about 300 feet of habitat would be lost on Abernethy and Newell creeks. 6 Culvert crossings would result in habitat loss at the sites of the culverts. Segment 2, Corridor A Modified - One channel change only, with greatly reduced aquatic habitat, compared to the A-route Segment 2, Corridor B - Culverts on Newell Creek tributaries would affect habitat at those sites, but habitat impacts are less significant than with Corridor A Segment 2, Corridor B Modified - Habitat impacts are less significant than the B-route
Cut and Fill near Waterways	(+)	None	(-)	Cut and fill is an insignificant problem for Segment 1, 1-Modified, 3 and 3-Modified Corridor A - None within 300' of Newell Creek - 950' within 50' of Abernethy Creek Corridor A Modified - Less cut and fill near Abernethy Creek Corridor B - 4750' within 200' of Newell Creek (38% of the stream length) - 100' within 50' of Abernethy Creek Corridor B Modified - The fill along Newell Creek would be further from creek, significantly reducing this impact.

Factor/Subfactor	No-Build Alternative	Build Alternative
WETLANDS	(+) None	Wetlands takings would be: Segment 1 - 2.2 acres, no "high" value wetlands Segment 1 Modified - Fewer acres than the "1" route, no high value wetlands Segment 2, Corridor A - 1/2 acre, with 0.05 acre from high a value wetland Segment 2, Corridor A Modified - Less wetland taking than the A-route Segment 2, Corridor B - 0.22 acre of wetland; 0.2 from moderate/high value wetlands Segment 2, Corridor B Modified - taking would be similar to the B-route Segment 3 - 0.6 acre; 0.2 from moderate value wetlands Segment 3 Modified - Less impact to the low/moderate value wetlands, similar impacts to the moderate value wetlands
BIOLOGY		
Habitat	(+) None	Habitat loss would be: Corridor A route - 85 acres Corridor B route - 105 acres Corridor A Modified route - More severe, but similar loss compared to the A-route Corridor B Modified route - More severe, but similar loss compared to the B-route No segment or alternative would affect endangered or threatened species.

Factor/Subfactor	No-Build Alternative	Build Alternative
AIR QUALITY	(-) Carbon monoxide (beginning in 1985) photochemical oxidants (beginning in 1987); all other pollutant levels (beginning immediately) would be below standards	(+) All Build alternatives and options would have the same impacts. Photochemical oxidants (beginning in 1987); all other pollutant levels (beginning after construction is completed) would be below standards
SOUND ENVIRONMENT	Long-term (1997) numbers of receptors impacted: - residences 118 - apartments 11 - schools 1 - churches 2 - funeral homes 2 - parks 2 - businesses 7 - city halls 1 TOTAL 144	Long-term (1997) numbers of receptors impacted: Corridor A route / Corridor B route - residences 120 / 114 - apartments 11 / 11 - schools 3 / 2 - churches 2 / 2 - funeral homes 2 / 2 - parks 1 / 1 - businesses 0 / 0 - city hall 1 / 1 TOTAL 140 / 133
LAND USE AND COMPREHENSIVE PLANNING	(+) None, current trends would continue	(-) The various options would result in the following conversions in land use from existing to highway use Segment 1 27 acres Segment 1 Modified 32 acres Segment 2, Corridor A 60 acres Segment 2, Corridor A Modified 67 acres Segment 2, Corridor B 63 acres Segment 2, Corridor B Modified 82 acres Segment 3 39 acres Segment 3 Modified 50 acres All Build options would tend to intensify land development south and east of Oregon City and near proposed intersections.

Factor/Subfactor	No-Build Alternative	Build Alternative
SOCIOLOGY		
Access and Safety	(-) Increasing accident hazard and decreasing accessibility	(+) All Build options would in general decrease accident hazards and improve accessibility
Right-of-Way, Displacements	(+) None	(-) Segment 1 - 6 Single-family residences, 1 duplex Segment 1 Modified - 7 Single-family residences Segment 2, Corridor A - 4 Single-family residences, 0.1 acre of the Ogden Junior High athletic field Segment 2, Corridor A Modified - 6 Residences, most of the Ogden Junior High athletic field, small strip of land from the LDS Stake center property Segment 2, Corridor B - 1.7 acres of unusable property from Ogden Junior High Segment 2, Corridor B Modified - Same as for the B-route Segment 3 - 9 Single-family residences, 0.8 acre from the school district bus lot; 0.6 acre from Maple Lane Baptist Church; 0.05 acre from Followers of Christ property; 7.1 acres from Clackamas Community College property Segment 3 Modified - 10-12 Single-family residences, 7+ acres from Clackamas Community College
"Liveability"	This would decrease liveability in Oregon city neighborhoods	Corridor A and A-Modified route - This would decrease liveability along the Holly Lane neighborhood Corridor B and B-Modified route - Liveability along this route would not be significantly affected. The B-routes would commit the Newell Creek canyon (a natural area with recreation potential, although privately owned) to highway use.

Factor/Subfactor	No-Build Alternative	Build Alternative
ECONOMICS		
Displacements	(+) None	(-) Two businesses (one in Segment 1 and one in Segment 3) would be purchased
Fiscal	(-) Economic benefit of construction funds would be foregone in the area (+) No loss to the tax base Land values would not rise as rapidly than the Build	(+) "Multiplier" effect of construction funds would be beneficial to the area (-) Insignificant tax base loss Land values would rise more rapidly than the No-Build
Road User Costs	(-) Higher road user costs than the Build	(+) Lower road user costs than the No-Build
Economic Development	(-) Does not meet development plans; would retard development potential	(+) Meets development plans; increase economic development potential to some degree
"Business" Potential	(-) Downtown - Less business potential (+) Highway oriented - Retain business along the existing route	(+) Downtown - Enhance business potential (-;+) Highway oriented - Lose some business along the existing route, but enhance business potential near the new highway

Factor/Subfactor	No-Build Alternative	Build Alternative
CULTURAL RESOURCES		
Historic	(-) Adversely affect historic resources with increasing traffic congestion	(+) No National Register or other historically significant sites would be affected
Archeological	No impact	All options could have an impact on archeological resources. An archeological reconnaissance survey would be conducted
AESTHETICS	(+) None	(-;+) All options would adversely affect the view toward the highway. The Corridor B routes would be more pleasing aesthetically than the A-routes and the No-Build than the B-routes.
PLAN CONFORMANCE		
Statewide Goals	Generally, consistent with "conservation-related goals"; potential conflicts with Economic, Transportation and Energy conservation goals	Generally, potential conflicts with "conservation-related goals"; consistent with Citizen Involvement, Planning, Economic, Transportation and Energy conservation goals
Local Plans	(-) Generally, inconsistent	(+) Generally, consistent
State Clean Air Implementation Plan	Consistent	Consistent

UNAVOIDABLE ADVERSE ENVIRONMENTAL IMPACTS

This section briefly lists the adverse effects which cannot be avoided.

TRAFFIC

No-Build: Increased delays and accidents.

Build: Increased traffic on some "feeder" roads; "induced" traffic generated solely because of the bypass.

ENERGY

No-Build: Increasing use of energy by road users as compared to the Build.

Build: Use of energy for construction.

GEOLOGY

No-Build: None.

Build: Clearing, grubbing, and loss of vegetation; some erosion and sedimentation; terrain permanently changed; use of soils and construction materials; loss of eight wells with the Corridor A route.

WATER RESOURCES AND AQUATIC BIOLOGY

No-Build: None.

Build: Contribute to the alteration of drainage patterns; groundwater and surfacewater ratios changed; runoff will carry roadway pollutants; exposure of land to erosion; floodplain encroachment; creek crossings; some fish habitat destroyed or altered; loss of riparian vegetation and organic supply; increased turbidity and decreased dissolved oxygen in streams during construction; filling of a pond; channel changes and loss of stream length.

WETLANDS

No-Build: None.

Build: Destruction of some areas of wetlands, up to 3.3 acres, depending on the alternative.

BIOLOGY

No-Build: None.

Build: Loss of energy assimilation by vegetation; increased animal/vehicle accident hazards; long term habitat loss of up to approximately 85 acres, depending on the alternative.

CLIMATE AND AIR QUALITY

No-Build: Failure to meet Carbon Monoxide standard until 1985 and the Photochemical Oxident standard until 1987.

Build: Total Suspended Particulate level increase; construction vehicle emissions during construction; failure to meet the Photochemical Oxidant standard until 1987.

SOUND ENVIRONMENT

No-Build: Perceptible traffic noise level increases along several road segments.

Build: Construction noise; perceptible traffic noise level increases along several road sections and in areas not now affected; several houses or institutions could be affected by increased noise levels if not feasible to mitigate.

LAND USE AND COMPREHENSIVE PLANNING

No-Build: None.

Build: Conversion of up to 163 acres from existing to highway land use; increased impetus for urban/suburban development at and near intersections.

SOCIOLOGY

No-Build: Increasing traffic on the existing route and neighborhood streets would be detrimental to institutions, safety, convenience and access; detrimental effects to neighborhoods.

Build: Acquisition of property and displacement of up to 27 housing units and their residents; purchase of land from several institutions; short term construction impacts to neighborhoods; decrease in safety near the new road.

Corridor A and A Modified routes: Psychological separation of Ogden Junior High from the Holly Lane Neighborhood.

Corridor B and B Modified routes: Loss of a natural area - Newell Creek Canyon.

ECONOMICS

No-Build: Loss of economic benefits of the construction funds in the area; decrease in the purchasing power of allocated highway funds; increased road user costs; decreased safety; loss of commercial activity and redevelopment potential downtown; conflict with local development plans.

Build: Acquistion of property; displacement of two businesses; landlock several parcels; temporary disruption of utilities.

Corridor A and A Modified routes: Displace a portion of a berry farm.

CULTURAL

No-Build: Adversely affect the function and restoration of historic properties and access to such sites, thereby affecting tourism growth.

Build: Removal of two donation land claim markers which would be referenced; may prevent expansion of Pioneer Cemetery historic area.

AESTHETICS

No-Build: None.

Build: Disturb natural areas and views (the B routes are more severe); adverse esthetic effects to nearby residences (the A routes are most severe).

SHORT-TERM USE AND LONG-TERM ENVIRONMENTAL PRODUCTIVITY

This section briefly describes the "trade-offs" between short-term gains or losses and long-term losses or gains. It also describes the extent by which the alternatives would foreclose future options.

NO-BUILD

In general, selection of the No-Build alternative would leave future options open. In the short-term, the No-Build would likely result in continuing existing upward trends in traffic volumes and congestion, accidents, road user energy use, noise levels, land use, and poor access. Additionally, some air quality standards would not be met until 1985 or 1987.

Short-term benefits of selection of the No-Build would include: no use of construction energy and materials; no disturbance and continued productivity of geological, biological, wetlands, and water-related natural resources.

Long-term disadvantages of the No-Build would include:

1. Traffic capacity on the road system would be reached sooner (compared to the Build), with more congestion on other locations for longer periods of time.
2. Energy consumption of road users would be higher than the Build.
3. Increasing noise levels surrounding the existing road.
4. Land use, economic and historic preservation plans and development would be impeded.
5. Continued poor access and safety conditions.

Long-term advantages of the No-Build would include: preservation of open space/natural/rural areas; continued biological, wetland and water-related resource productivity; air quality factors better than minimum; and no introduction of noise into open space/natural/rural areas.

BUILD

In the short-term, building the Oregon City Bypass would provide substantial traffic relief along the existing route, thereby improving safety, access and convenience. Further, economic benefits of using the construction funds would multiply through the community. During construction, air pollutants (especially particulates) would be increased. Immediately after opening the highway, all air quality standards except the oxidants would be met. Similarly, there would be construction noise along the route, but reductions would occur along some road segments after opening. Construction of the bypass could also result in discovery and preservation of archeological materials, thereby increasing knowledge of the prehistory of the area.

However, construction of the bypass would also involve short-term adverse effects, such as: use of energy for construction; increasing erosion, sedimentation and turbidity of streams during and after construction; reduced biological, wetland and water-related resource productivity; acquisition of right-of-way and displacement of residents and businesses for highway use; introduction of construction equipment and a highway facility into a natural/ open space/rural area; and relocation of utility lines.

Long-term advantages of the Build alternative include: general improvement in traffic service, access and safety; lower road user energy consumption compared to the No-Build; meeting all air pollution standards; decrease in noise levels along several road segments; ability to meet land use, economic development and historic preservation plans; provision of a bikeway; improved neighborhood liveability; and lower road user costs.

Several long-term adverse effects of the Build would be: permanent alteration of the terrain; use of materials, soil and rock; essentially permanent conversion of land to highway use; continuing land slide hazards (if Corridor B or B-Modified is selected); reduced biological, wetland and water-related resource productivity; introduction of traffic noise and a highway into a natural/open space/rural area; and increased land development pressure near the bypass. The wetland and water-related resource productivity could be largely mitigated, but the biological productivity would be difficult to minimize.

IRREVERSIBLE AND IRRETRIEVABLE RESOURCE COMMITMENTS

This section lists the resources that would be permanently committed to highway use by the project alternatives.

NO-BUILD

Selection of the No-Build alternative would involve several irreversible commitments of resources: funds used for project development to date; more road user energy would be used, as compared to the Build alternative; and the historical resources along the existing route would be committed to continual poor access and adverse impacts associated with traffic congestion.

BUILD

The Build alternatives would involve the following irreversible resource commitments:

1. Some traffic increases would occur as a result of the construction of the highway, primarily from the more intense land development in the area. This would involve an essentially irretrievable commitment of land resources to highway and suburban or urban land uses.

2. Funds, energy, labor, and materials used for construction.

3. Eight wells would be permanently destroyed if the Corridor A route is selected.

4. Filling of stream channels and floodplain; loss of stream bottom in areas of culvert and bridge placement.

5. Filling of some wetland areas.

6. Loss of biological energy assimilation; increase in road kill hazards.

7. Commitment of land from natural/rural uses to highway use, including the introduction of noise and air pollutants into an open space area. Most of the land is private, although some is institutional. Involved with the commitment of land would be displacement of residents and businesses within the right-of-way.

9792

GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

May 17, 1979

Clackamas County Board of Commissioners
Courthouse
906 Main
Oregon City, Oregon 97045

Hon. James A. McKnight
City of Oregon City
City Hall
Oregon City, Oregon 97045

SUBJECT: Relinquishment Letter of Intent
Oregon City By-Pass
Cascade Highway South, No. 160

Gentlemen:

This is to advise that we have received the signed letter of intent concerning the eventual transfer of jurisdiction to Clackamas County and Oregon City portions of the Cascade Highway South after construction of the proposed Oregon City By-Pass Section.

We certainly appreciate your cooperation in this matter, which will aid the State in avoiding parallel routing of State Highways in the area.

After public hearings have been conducted, routing established and plans approved, this office will prepare a formal agreement between the State, County and City regarding the transfer of jurisdiction.

Very truly yours,

Gerald Wimer

Gerald Wimer
Local Government Engineer

NOTED
H.S.COULTER

CK:pf

cc: H. S. Coulter ✓
R. N. Bothman
R. L. Schroeder
E. Hardt
F. E. Terpin
J. B. Boyd
E. S. Hunter
J. H. Versteeg

RECEIVED
STATE HWY ENGR
MAY 18 '79
REFER TO
FOR

MSD METROPOLITAN SERVICE DISTRICT
527 S.W. HALL PORTLAND, OREGON 97201 503/221-1646

May 15, 1979

Mr. Fred Klaboe, Director
Oregon Department of Transportation
Transportation Building
Salem, Oregon 97310

Rick Gustafson,
Executive Officer

MSD Council
Mike Burton,
Presiding Officer
District 12
Donna Stuhr,
Deputy Presiding Officer
District 1
Charles Williamson
District 2
Craig Berkman
District 3
Corky Kirkpatrick
District 4
Jack Deines
District 5
Jane Rhodes
District 6
Betty Schedeen
District 7
Caroline Miller
District 8
Cindy Banzer
District 9
Gene Peterson
District 10
Marge Kafoury
District 11

Dear Fred:

I am pleased to report that the Council of the Metropolitan Service District, at their regular meeting on May 12, 1979, approved the attached resolution designating the Oregon City Bypass as the first regional project to receive new state funding commitments. This resolution was prepared in response to your statement that the Oregon Department of Transportation would recommend allocating $1.5 million of new state gasoline revenues (if new revenues for highway purposes are approved) to cover the matching fund deficit on this project if it was declared a priority by the MSD Council.

This designation was based on a MSD staff analysis indicating that the Oregon City Bypass project is one of six projects which involve: 1) commitments of federal funds without a corresponding state matching commitment and 2) the addition of significant capacity to move people along a major regional transportation corridor. In addition to the Bypass, these projects include: the Westside Corridor project, the McLoughlin Corridor project, Hwy 212 east of Hwy 224, selected regional projects to be funded as part of the MSD Reserve (to be defined), and selected regional projects to be funded as part of the City Reserve (to be defined). Of the six projects, only the Oregon City Bypass is in a position to use state matching funds in the near future. While federal funds have been reserved for projects in the other five categories, planning efforts have not progressed to a point of defining specific projects.

LWR 5-22 cys
Lemlee Mcbain
Blensly
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RECEIVED
STATE HWY ENGR
MAY 18 '79
REFER TO
FOR
Info Inves R/D D/R Sign Act File

RECEIVED
DOT DIRECTOR
MAY 16 '79
REFER TO
FOR
Info Inves R/D D/R Sign Act File

We appreciate this opportunity for the MSD to express its priorities. If we can be of further assistance in expediting this important regional priority, please let us know.

Sincerely,

Rick Gustafson
Executive Officer

kt
cc: Bob Bothman
Clackamas County Commission
Oregon City Council
Representative Ed Lindquist
Representative Glen Whallon

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF PRIORITIZING THE OREGON CITY BYPASS AS THE FIRST REGIONAL PROJECT TO RECEIVE NEW STATE MATCHING FUND COMMITMENT	)	Resolution No. 79-46 At the request of Rick Gustafson

WHEREAS, Preliminary engineering on the Oregon City Bypass Project is proceeding with a final public hearing scheduled for July, 1979; and

WHEREAS, Significant Mt. Hood Interstate Transfer funds have been reserved for right-of-way acquisition and construction of the Oregon City Bypass project; and

WHEREAS, Nearly $638,000 in State Bond funds have been reserved to match the Oregon City Bypass project; and

WHEREAS, The reserved State Bond funds are not sufficient to match the Interstate Transfer funds necessary for the accomplishment of this project; and

WHEREAS, the Oregon Department of Transportation is willing to recommend that additional state funds be authorized for use as matching funds to construct the Oregon City Bypass if (1) the Metropolitan Service District Council designates the Bypass as the highest priority regional project to receive new state funding commitments, and (2) the state receives additional revenues from new sources for highway purposes, and (3) the necessary agreements concerning the realignment of the state highway system in Oregon City are entered into between ODOT and the affected local jurisdictions; and

WHEREAS, MSD staff has evaluated all projects allocated from Mt. Hood and I-505 Interstate Transfer funds through construction for the purpose of determining regional priorities as set forth in Exhibit "A"; and

WHEREAS, of the projects having federal funding commitments but no state matching commitments, six involve the addition of significant people-moving capacity along the extent of major regional corridors and are therefore candidates for designation as priority regional projects to receive state funding commitments; and

WHEREAS, Of the six projects appearing to be candidates as priority regional projects to receive new state funding commitments, only the Oregon City Bypass is in a position to use state matching funds in the near-term future; now therefore

BE IT RESOLVED,

(1) That the MSD Council hereby designates the Oregon City Bypass project as the first regional project to receive new state funding commitments.

(2) That this approval is subject to completion of required environmental approvals of the project including route selection.

ADOPTED By the Council of the Metropolitan Service District this 10th day of May, 1979.

Presiding Officer

CWO:bc
3453A
0033A

ATTACHMENT A

Ongoing Projects Having Mt. Hood or I-505 Interstate Transfer Funds Allocated or Reserved Through Construction.

	Adds Significant Capacity to Move People Over the the Full Extent of a Major Transp. Corridor
Banfield Transitway	Yes
Westside Corridor	Yes
Powell Blvd-Bridge to I-205	No
McLoughlin Blvd Underpass	No
Grand Avenue at Morrison	No
33rd at Broadway	No
39th Avenue Improvement	No
39th at Stark	No
Curb Extension Program	No
Curb Corner Modification Program	No
Actuated Signals	No
Signal Modification and Replacement	No
McLoughlin/Milwaukie Connection	No
SE Division Corridor	No
Transit Street Improvements	No
39th Avenue Corridor Improvement	No
Union Avenue Improvement	No
Basin/Going Interchange	No
Greeley to I-5	No
Macadam Avenue Project	No
Sellwood Bridge Construction	No
221st/223rd Improvement	No
Boones Ferry Road	No
Oregon City Bypass	Yes
TV Highway at 185th	No
Hwy 217/72nd Avenue Interchange	No
238th Avenue Improvement	No
Fairview Avenue Signalization	No
Pacific Hwy TSM Project	No
Canyon/TV Hwy TSM Project	No
Farmington Road Corridor TSM Project	No
Hall Blvd Corridor TSM Project	No
Cedar Hills at Walker Road TSM Project	No
NW Couplet TSM Program	No
Beaverton-Hillsdale Hwy TSM Project	No
Sandy Blvd Corridor TSM Project	No
State Street Corridor TSM Project	No
Gladstone/Milwaukie TSM Project	No
McLoughlin Corridor	Yes
Hwy 212-East of Hwy 224	Yes
Regional Transit and Highway Projects Outside the City of Portland	Yes (selected projects)

Alternative to I-505	Yes
NW Portland Improvements	No
Hwy 217/Sunset Interchange	Yes
190th/Powell Interchange	No
Hwy 212-I-205 to Hwy 224	Yes
Regional Transit and Highway Projects within the City of Portland	Yes (selected projects)

CWO:bc
3454A
0033A

9:12

DRAFT FOR GOVERNOR ATIYEH

April 16, 1979

TO: Margery P. Hockaday

FOR: H. S. Coulter

BY: R. N. Bothman

The decision on the roadway section to be built on the Oregon City bypass has not been made. Actually, the corridor for the route has not yet been selected. Those decisions will be made after the public hearing scheduled in June of this year.

The Draft Environmental Impact Statement, which includes a complete discussion of existing and forecasted traffic for the bypass, will be published and distributed early in May, prior to the public hearing. This document does provide a complete discussion of the forecasted use of the bypass in the three basic sections: I-205 to Redlands Road, Redlands Road to Beaver Creek Road, and Beaver Creek Road to the Community College. The demands in each of the sections are substantially different. The analysis concludes that a two lane section is adequate for the year 2000 on the southerly section, a two lane section with a climbing lane is borderline on the center section, and a four lane section with a left turn lane is required initially on the northerly section. The proposal calls for acquiring sufficient right-of-way to provide for the ultimate design and then phasing in the construction of the two lane section plus additional lanes, climbing lanes, and left turn lanes, as they are required.

Also the key to the number of lanes required are the two signals, one at Redlands Road and one at Beaver Creek Road. The volumes of traffic projected at these two signals will be the key to the number of lanes required. This information is fully addressed in the Draft Environmental Impact Statement.

I have asked Robert Bothman, the Department of Transportation's Metropolitan

Administrator, to review with you the traffic section of the Draft Environmental Statement, once it is published. He will be in contact with you early next month.

RNB:ke

RECEIVED
STATE HWY ENGR
APR 16 '79
REFER TO
FOR
Info Inves R/D

Please prepare draft reply
for Governor's signature
by 4-20
Thank you.

13903 S. Redland Road
Oregon City, Oregon
April 9, 1979

MA PDM PDE TSE SPC
ODOT - METRO
APR 13 1979
AM PPS FILE T/A

1670

PLEASE RETURN
ORIGINAL LETTER

The Honorable Victor Atiyeh
Governor of Oregon
Salem, Oregon

Sir:

For the last year and one-half I have been on a Citizens' Advisory Committee for the Oregon City Bypass. As I understand it, this was first planned as a four-lane road: however, it developed that the funds would not cover four lanes. According to a new road count that was taken and projected, there was not at this time, nor would there be for some time, enough traffic to make four lanes necessary. Since the change in plans in the highway development in northwest Portland, some of the money to be used in that development was alloted to the Oregon City Bypass, and now the road is again planned as four lanes. At the last meeting of the Citizens' Advisory Committee when this was announced, I brought up the fact that the road count had shown that a four-lane road was not necessary, but the response from the State Highway Department was that it will be necessary at some time, and no further attention was givin to the matter.

Because of the oil situation, and in view of President Carter's speech last week and his request that we cut our gasoline consumption, it seems unrealistic to me that more roads and bigger roads are planned. Because of the bad condition of the present roads, and the lack of funds to maintain and repair them, it would seem more reasonable that fewer roads be built.

This is a necessary road and the people living south of Oregon City are desparate for it. However, a four-lane road is not necessary. Because of the brush-off I got from the State Highway Department, I realize that protesting to them is futile, but I must protest to someone in authority to at least have this looked into.

I will very much appreciate your attention to this matter. If there is someone else that I can contact for help in this, please let me know.

Yours truly,

Margery P. Hockaday

Margery P. Hockaday

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9584

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION
INTER-OFFICE CORRESPONDENCE
March 20, 1979
Salem, OR 97310

FILE:

ORIGINAL SIGNED BY
GARY A. POTTER

FROM: Gary A. Potter, Manager
Environmental Section

TO: R. N. Bothman
Region Engineer
Metro

SUBJECT: Park Place - Clackamas C.C.
(Oregon City Bypass)
Clackamas County
Change in Ozone Attainment Analysis

The DEQ error in the Portland-Vancouver ozone attainment analysis will require a revision of our Air Quality technical report on the subject project. At present, the report is complete and is based on DEQ's previous assertion that ozone standards would be attained by 1983. To save time, we will proceed to study committee review with the report "as is" and will make the necessary changes later. At this point, I am not sure how much additional time is required to revise the report, but there will be a delay. I'll let you know how much of a delay, later, when we have had time to consider other factors.

GAP:lb

NOTED
E. S. HUNTER

Attachment

cc: E. S. Hunter w/attach
Archie Judson
Ted Spence
Leon Brock

RECEIVED
TECHNICAL SERVICES
MAR 21 '79
REFER TO
FOR

Info	Invest	R/D	L/R	Sign	Act	File

ROBERT W. STRAUB
GOVERNOR

Department of Environmental Quality

522 SOUTHWEST 5TH AVE. PORTLAND, OREGON

MAILING ADDRESS: P.O. BOX 1760, PORTLAND, OREGON 97207

AJG

pls. discuss

MEMORANDUM

TO: Portland Air Quality Advisory Committee

FROM: Ann Batson

SUBJECT: Change in the Portland-Vancouver Ozone Attainment Analysis

The Portland-Vancouver AQMA was originally projected to need a 30% reduction in Volatile Organic Compounds (VOC) to comply with the 0.12 ppm ozone standard. According to the emission inventory a 38% reduction in VOC's will be achieved by 1983 through the VOC rules, biennial inspection/maintenance and the Federal Motor Vehicle Emissions Control Program. Portland-Vancouver was therefore believed to be in attainment by 1983.

However, a calculation error was found in the input to the model (EKMA) used to determine the 30 percent VOC reduction needed. The revised calculations now indicate that a 50% reduction of the 1977 VOC emissions will be needed to meet the standard. Since only a 38% reduction in emissions is expected by 1983, an additional 12% or 13,150 tons/year reduction is needed.

According to the present emission inventory projections, the 50% required reduction will not be achieved even by 1987. Between 1977 and 1987 only a 43% reduction in VOC emissions is expected. Therefore, an additional 7% or 7,750 tons/year reduction will be needed.

AB:kmm

To meet 29.5··

Department of Transportation
METROPOLITAN BRANCH
5821 N.E. GLISAN, PORTLAND, OREGON 97213
Telephone: 238-8226

February 15, 1979

Winston Kurth
Assistant Director of Environmental Services
Clackamas County
902 Abernethy Road
Oregon City, OR 97045

Subject: Oregon City Bypass
Site Review Process

Your recently approved commission order, relative to the site review process for new construction within the corridors of the Oregon City Bypass, is fully supported by the department. We do not wish to cause property owners along the corridor any undue hardships. We cannot commit to any alternative or future purchase of right-of-way, however.

Our staff will assist the county in administering the site review process and work with your staff in identifying proposed right-of-way lines to inform the property owners along the project corridors. We will identify right-of-way lines for all of the alternatives.

We do not have a field location survey establishing the right-of-way lines. We will supply a preliminary map showing the right-of way lines based on the best information we have available. Adequate information identifying the approximate right-of-way lines for your staff and the property owners are shown on the maps. These preliminary maps are not intended to be legal documents as the final design of any of the alternatives may change.

We are committed to maintain the schedule for completing the final DEIS and submitting the project to FHWA for project approval in November of 1979.

The public hearing is scheduled for late May or early June. After the hearing, based on the testimony and recommendations from the various entities involved, the property required will be identified, by the selection of an alternative.

Bothman

NOTED
F. B. KLABOE

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FOR

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R.N. Bothman
Administrator

cc: F.B. Klaboe, Gary Potter, J.D. McClure, M.J. Klotz, Rob Cameron
Leon Brock

RNB/JDM/PE

Form 734-3122

7598 F.B. Klaboe

103-1964

STATE OF OREGON

INTEROFFICE MEMO

ODOT - METRO
DEPT.

238-7443
TELEPHONE

TO: The File

DATE: February 14, 1979

FROM: Leon Brock Leon G. Brock
Project Coordinator

SUBJECT: Oregon City Bypass
CAC Meeting
January 15, 1979

The meeting was preceeded by a 30 minute information session for CAC members. The latest design map (Dec. 1978) and the corridor map for the county site review process were displayed and discussed.

The CAC meeting was chaired by Mr. Powell. Mr. Brock indicated that the meeting was called to allow public review of the proposed county resolution adopting an official corridor map and interim site review process.

Mr. Kurth introduced the proposed resolution and the reasons for it. The main items of his discussion were:

1. There has been an extensive public involvement process leading to two corridors.
2. We now have a map showing probable right-of-way taking on both corridors.
3. ODOT should be ready to acquire right-of-way by Dec. 1979.
4. County has authority to preserve a corridor.
5. Notices were sent to all affected property owners ~~(copy of notice attached)~~.
6. Review process only lasts for six months.
7. A permit would be denied only if we have to purchase improvement right back.

The meeting was opened to questions and comments. Major comments were:

1. I only support the Canyon Route. Can we only protect that corridor?

   (Winston) We can't discard one of the alternates before the hearing.

2. Property owners have already been penalized by the publicity - can't sell. Exactly what will and will not be allowed isn't spelled out in resolution.

   (Winston) Will make changes in resolution to be more explic about what will or will not be allowed.

NOTED
F. B. KLABOE

3. It's only for eight months, no big deal.

4. Several questions were raised about right-of-way acquisition policy. Mr. Ken Rolfe, Region I Right-of-way supervisor answered in some detail. Several questions were handled following the meeting.

Irma Sullivan made a motion to recommend adoption of the map by the County Commission. Seconded by Mr. Hargardine and passed unanimously (six members present). Mr. Hargadine made a motion recommending that the resolution be adopted by County Commission. Second by Mrs. Sullivan passed 4-2. Opposing votes would like a more specific statement of what will and will not be allowed.

Meeting was adjourned followed by a period of discussion and review of the new mappage.

LB/PE

~~Attachment~~

cc: J.D. McClure
M.J. Klotz
W. Kurth
CAC members

RECEIVED
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FEB 15 '79
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FOR
Info Inves R/D D/R Sign Act File

OREGON CITY BYPASS NEWS

LOCAL AIR QUALITY STUDIED

What are the possible effects of the proposed Oregon City Bypass upon the air quality of the surrounding area? To answer this question, the Oregon Department of Transportation recently started an air quality study to determine the environmental effects of the two proposed bypass routes upon the Oregon City area. The field monitoring portion of the study began in early November and should be completed in late December. The results of this field study will then be applied to traffic forecasts for the proposed bypass routes to predict future air quality levels in Oregon City.

PEOPLE DESIGN BYPASS/CITIZENS MEETING SLATED

In November, 1977 the Oregon Department of Transportation began engineering studies for the project. At that time, committees of local citizens and technical staff were formed to find relief for the tie-ups and congestion in downtown Oregon City. These committees have worked closely with residents in the Oregon City area to guarantee that local concerns are considered in project planning. On January 15, the citizens advisory committee will meet and review the map to be used by Clackamas County Planning Commission in controlling development within the proposed corridors for the bypass alternatives. Meeting to be held 7:30 P.M., Clackamas County Department of Public Works.

TWO ROUTES CONSIDERED

Two possible routes are being considered for the bypass to divert through traffic out of the downtown area and onto the bypass. Both of the proposed routes start at the Park Place interchange with I-205 and intersect with Highway 213 (Molalla Avenue) near Clackamas Community College. One of the alternatives would route the bypass along Newell Creek Canyon and the other on the ridge near Holly Lane.

MAY HEARING PLANNED

People will have a chance to voice their concerns and opinions on the bypass proposals at a public hearing scheduled for May 1979. Prior to May a Draft Environmental Impact Statement, which discusses the impact of the proposed alternative, will be completed and available for public review.

MT. HOOD FREEWAY FUNDS PROJECT

About 86% of the cost of the project will be financed from federal funds originally earmarked for the now defunct Mt. Hood Freeway.

MORE INFORMATION

If you would like additional information on this project, you may contact Leon Brock, Project Coordinator, Oregon Department of Transportation, Metro Branch, 5821 NE Glisan Street, Portland, 97213, 238-7443.

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REFER TO
FOR
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File

Prefix: 103-1964-910

STATE OF OREGON **INTEROFFICE MEMO**

Technical Services — DEPT.
238-8231 — TELEPHONE

TO: GARY POTTER, Manager
Environmental Section

DATE: December 11, 1978

FROM: MAX J. KLOTZ
Metro Technical Services Engineer

NOTED
E. S. HUNTER

SUBJECT: Oregon City Bypass
Clackamas County

Evidently there has been some misunderstanding between your geologist Gordon W. Olcott, and the metro geologist Clarence Eshelman, concerning subsurface investigations on the subject project.

We are aware of potential slide problems in the canyon and it was never our intention that we do no additional exploration work. We were concerned about moving a bulldozer in, making roads, dragging our drilling about and drilling holes and, despite our best efforts otherwise, tearing up the canyon before we had the locations pretty well pinned down.

You may rest assured that we will be performing the exploratory work. Funds are available for the work.

A copy of Eshelman's letter to me concerning this work is attached.

Attachment

pq

cc E. S. Hunter ✓ (w/attachment)
Don Adams (w/attachment)
Clarence Eshelman (w/attachment)

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FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION FILE: 103-1964

INTER-OFFICE CORRESPONDENCE
December 8, 1978
Portland, OR

FROM: Clarence Eshelman C.J. Eshelman
Geology Group Leader

SUBJECT: Oregon City Bypass

TO: Max Klotz
Technical Services Engineer

There has been some misunderstanding regarding the letter from Gordon Olcott to his supervisor, Gary Potter, dated November 13, 1978. I feel, largely, at fault in causing this situation and will attempt to clarify the problem.

Some serious implications have been made that information provided to the Environmental Unit is inadequate. Limited work was done in the canyon for our preliminary report, however it is a good report. Several holes were made, the probe and g-pick were used extensively and combined with a bit of geologic knowledge to make the report comprehensive, and informative. Only the most representative data was included in the report.

The first paragraph of the report indicates that more extensive and detailed work would be done as a corridor selection was made. I am concerned about the geologic conditions of the Newell Creek canyon but I have never advocated a "shotgun" approach to the subsurface exploration, and prefer to obtain information where it is needed. I feel that Mr. Olcott, with whom we have worked closely in the past on other projects, is used to having extensive subsurface information at his disposal. At the time our work was done only a vague idea existed of a route through the canyon and the posibility of a ridge route was extremely remote.

Mr. Olcott and I conducted a phone conversation in late October to discuss his report for the Environmental Unit. During the conversation Mr. Olcott asked if and when more geologic information would be forthcoming. I expressed some concern regarding the limited access and cost involved in using a cat to make access roads for our heavy equipment. Also that some concern has been made to me about the damage by a "D-8 Cat tearing up the slopes". I also told him we would be limited to placing most informative borings at critical areas after we had studied cross sections, profiles and plans of the proposed route. We have just received this information.

Mr. Adams has assured me that we will have adequate funds for our work and I forsee no unexpected problems.

9572

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION
INTER-OFFICE CORRESPONDENCE
November 13, 1978
Salem, OR 97310

FILE:

G.W.O.
FROM: Gordon W. Olcott
Geologist

TO: Gary A. Potter
Manager

SUBJECT: Oregon City Bypass
(103-1964)
Clackamas County
Lack of subsurface investigation

1. Region 1 geologist has informed me that he is unable to perform adequate subsurface drilling investigative work on either Corridor A or B because Metro has not allocated the funds. He is very concerned about the consequences in this slide-prone canyon.

2. Corridor A has had no drilling. Corridor B has had only three hand-augered holes drilled, as

   a. P line: Station 101+33, centerline, 9 feet deep.
   b. P line: Station 160+00, right 500 feet, 6 feet deep.
   c. P line: Station 160+00, east of Newell Creek 100 feet, 12 feet deep.
   d. Note: The P line may be a considerable distance from the alignment line.

3. Drilling to date is dangerously inadequate.

4. Strongly recommend that adequate funds be provided for this vitally important drilling work along both Corridors A and B in this slide-prone canyon.

GWO:lb

cc: Archie Judson
Pieter Dykman

July 18, 1978

Mr. Ashley Greene
1340 Randolph Road
Woodburn, OR 97071

Dear Mr. Greene:

I have your June 9 letter commenting on the Oregon City Bypass of Highway 213. Your comments on this route are in the hands of our designers and our personnel who are preparing the draft environmental impact statement.

In your letter you suggested that we consider a future connection between Highway 99E and Highway 213 just south of the community college. This is an interesting proposal and I am sure would be a convenience for the people who would like to avoid the Oregon City traffic near the river. However, a project of this magnitude would require local, regional and Oregon Transportation Commission approval prior to placing it into the Six-Year Program for highway improvement. The current Six-Year Program was adopted by the Commission in February, 1978. Public hearings and additions to the program will be considered in late 1979, at which time all suggested projects will be analyzed for possible inclusion in the new program.

Systems planning for new roadways (which includes land use, transportation, and other implications) is performed by the Columbia Region Association of Governments. CRAG currently has a new systems plan under development for the entire region. This plan should be available in the next 18 months or so. Should the plan propose a new bypass route south of Oregon City, the information you have given us could be very useful.

Thank you very much for your suggestions.

Sincerely,

E. S. Hunter
Technical Services Engineer

cc/enc. Denton Kent, CRAG

bc R. A. Burco
F. B. Klaboe
R. N. Bothman
J. H. Versteeg (enc.)
Frank Terpin "
Gary Potter "

DRA:ldo/ESH:ja

ASHLEY GREENE
1340 RANDOLPH ROAD
WOODBURN, OREGON 97071
TELEPHONE 982-9872

Klaboe
ackno & act.
7-3

RECEIVED
TECHNICAL SERVICES
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REFER TO Bottman
FOR
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June 29, 1978

RECEIVED
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JUL 05 '78
REFER TO Hunter
FOR
Info · Answer · R/D · D/R ✓ · Sign · Act · File

Mr. Robert A. Burco, Director
DEPARTMENT OF TRANSPORTATION
135 State Highway Building
Salem, Oregon 97310

Dear Mr. Burco:

Your representatives, at an Oregon City Rotary meeting, made an excellent presentation of the present status of the Oregon City hilltop entrance to Highway 205.

They told me they did not believe the design staff had considered the probable future connection with a cut-off to Highway 99E, to permit traffic through Canby direct access to I 205, to avoid Oregon City, West Linn and Gladstone traffic.

There is a swale taking off between Fir Lane and the Fire Station at the northwest corner of the Clackamas Community College Campus that runs all the way to New Era with an easy down grade. This was close to the route proposed for I 205 by Oswego and the Oregon City Hilltop Boosters.

That route would have made the West Linn - Oregon City bridge unnecessary and eliminated the crossing of the Willamette at Wilsonville. For a military highway, cross-overs from one highway to another, are necessary on account of the vulnerability of bridges.

So far as the choice of routes from the hilltop to Park Place is at issue, the west side of Newell Creek is distinguished by a cemetery, a city dump and an area where a myriad of diseased hogs were slaughtered.

The only wild life I ever saw there were rats still existing on buried garbage. The creek was formerly very acid from food process waste from Smuckers Cannery and affluent from the S & K Slaughter House.

I will be grateful if you will forward these suggestions to those with authority to alter plans.

Sincerely yours,

Ashley Greene

Ashley Greene.

RECEIVED
JUL 3 1978
OFFICE
DIRECTOR of TRANSPORTATION

AG/b

4-5-7-

STATE OF OREGON

INTEROFFICE MEMO

TO: KEN ROLFE
Region 1 Right-of-Way Supervisor

DATE: July 13, 1978

FROM: LEON BROCK Leon D. Brock
Project Coordinator

NOTED
E. S. HUNTER

SUBJECT: Discussion with Property Owners
Oregon City Bypass Project

I have a meeting set up between five property owners and the Clackamas Community College planning staff. The property owners feel the bypass should be realigned so that none of their property would be left on the east side of the bypass. The college wants as much space as they can get on the east side of the bypass.

This meeting is to allow the college staff to try to negotiate a trade. Some of their property west of the bypass for some of the property owners' property east of the bypass. If they can agree on a course of action, we will take it to the next CAC meeting and solicit their support. The meeting is scheduled for Thursday, July 27, 1978, from 3 to 5 p.m. in Room 101 of the Community Center at Clackamas Community College.

A right-of-way agent to answer questions on how the Department acquires land would be helpful. Enclosed are some background memos on the conversation to date.

LB/ldo

Enclosures

cc: E. S. Hunter
E. L. Hardt
M. J. Klotz
J. D. McClure
R. R. Cameron

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FOR

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81-125-1387

95[illegible]

STATE OF OREGON **INTEROFFICE MEMO**

TO: MEMO TO THE FILE **DATE:** April 21, 1978

FROM: LEON G. BROCK Leon G. Brock
Project Coordinator

SUBJECT: Oregon City Bypass
Citizens Advisory Committee Meeting
March 27, 1978

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Info Invest R/D D/R Sign Act File

NOTED
E. S. HUNTER

The new reconnaissance study of corridors "D" and "A-D" were presented with the impacts brought out in the recon study and in the technical advisory committee meeting on March 23.

Items discussed on Corridor "B" were the effects to Newell Creek which have been mostly eliminated and the effect to wild life which the committee felt may be gone in 20 years anyway.

Larry Thomas made motion; this is a fastly developing area, Holly Lane now has homes in the path of corridors "A" and "D" and is an established community. There is a million dollar church and Junior High School on Corridor "A". Rather than to disrupt all that with Corridor "A", I feel we should go with Corridor "B" if we can stay on the west side of Newell Creek as the environmentalist advises us. Seconded by M. Hockaday; passed with one dissenting vote.

Question again raised, Is soil in Newell Creek Canyon stable enough to support a roadway?

The reconnaissance on Corridor "A" was presented and discussed.

Committee discussion covered comparative impacts of corridors "A", "B" and "D". Items discussed on Corridor "A" were effects of route going between school and church, unfenced playgrounds, no protection to residential areas, closeness to ball park, possible air pollution to school, severances of properties and noise increase at church.

Motion by M. Essig, seconded by L. Thomas, that Corridor "A" be the committee's lowest priority; passed with one dissenting vote.

Motion by Bill Lesh, seconded by M. Essig, that Corridor "D" be the committee's second priority; passed unanimously.

The committee's general feeling is that Corridor "B" far outweighs the other two alternates.

Committee requested more readable maps with current culture.

LGB/ldo
cc: E. S. Hunter M. J. Klotz
E. L. Hardt J. D. McClure
G. A. Potter

1859

STATE OF OREGON

INTEROFFICE MEMO Klaboe

TO: MEMO TO FILE

DATE: April 20, 1978

copies made

FROM: DONALD R. ADAMS D R Adams
Project Development Manager

SUBJECT: Interdisciplinary Team No. 1 Meeting
April 14, 1978

Oregon City Bypass

Specific attention was paid to the Alternative "D", a new alternative which takes a more easterly route on the Oregon City Bypass between Holcomb Road and Beaver Creek Road skirting Holly Lane to the east. Leon Brock reviewed this alternative as opposed to alternative "A" and "B" on the project. Alternative "D" has a higher cost, has a slightly steeper grade than Alternative "A" and takes out twice as many homes as Alternative "A" and "B". Alternative "B" is the Canyon route and will definitely be an alternative considered in the DEIS. there was considerable discussion on whether "A" or "D" or "A" and "D" should be carried to the hearing in the DEIS. Alternative "D" had the above listed significant disadvantages but corridor "A" would impact the junior high school and the LDS stake house. The Team could not easily dismiss either alternative "A" or "D". We resolved to move the three alternatives into the public involvement effort to try to test the validity of Alternative "A" and "D". It is hoped that some clear indication of the acceptibility of one or the other of the alternatives can be obtained thus ruling out the least desirable corridor.

The alternative will be presented to the TAC and the CAC and to the public at the public meeting currently scheduled for May. If substantial opposition is realized for one of the alternatives through this public exposure, that alternative will be dropped from further development and the remaining two alternatives would be carried through the full EIS hearing process. If no clear distinction can be made from the public's reaction to the alternatives, then all three alternatives will be carried forward through the DEIS process.

Field work can be accomplished for both of these efforts to support a February, 1979 hearing.

Gary Potter passed out the attached letter concerning the potential air quality problems on this project. A carbon monoxide air quality sampling effort will have to be undertaken for this project. With the February, 1979, hearing, it's entirely possible that the air quality monitoring data can be analyzed and incorporated into the draft EIS.

Oregon Highway 212 - Leon Brock discussed the principal modifications and design considerations for the project reflecting that the separated bikepath had been abandoned and that 8-foot shoulders would constitute the class 3 bikepath. Twenty feet of right-of-way has been saved with the current alternative over the earlier alternative by reducing the cross section and by alignment adjustments. A close review of the intersection at Rock Creek was made. There were serious questions on certain operational aspects of the intersection which should probably be reviewed. Our intent in this design was to reduce costs by taking advantage of the existing Rock Creek structure and developing a split highway configuration at the intersection. It was suggested that we abandon the existing Rock Creek structure and keep the four-lane highway intact to eliminate the unusual intersection design proposed. The design at the intersection will be reconsidered. It was suggested that the class 3 bikepath be taken around and to the north of the proposed new scale site. This will be accomplished. There was a question raised about noise. Actually, there are no critical noise receptors except the trailer parks and residences at the east end of the project. From 135th west, most of the land is zoned commercial.

Oswego Bridge - Wayne Schulte gave a brief update on the status of the project and some of the resistance and unique problems that we are facing on the project. The city will hold a public hearing on April 24 in conjunction with their ordinance which requires a vote of the people currently scheduled for May 23. The ballot will be proceeded by the ODOT Public Hearing scheduled for May 18.

There was a question raised as to the acceptability of the four-lane alternative on this project. With a four-lane alternative, the signal at McVey operates at level of service "D-E" (96% G/C) versus a level of service "D" (92% G/C) for the four-lane plus left-turn refuge alternative. The five lane alternative has been advanced as the recommended alternative. The four lane alternative has been discussed as acceptable for construction. There is concern over the acceptability of this position on the four-lane alternative. The situation was not resolved by the Team, however, Hal Versteeg suggested that since the two-lane existing bridge needs to be replaced, if required by local pressure, a three-lane structure would be built knowing that the level of service in 1996 would be "E".

If the five-lane alternative is not approved by the voters, we will study adopting the four-lane structure to an acceptable traffic pattern based on the testimony heard at the May 18 hearing. It can then be advanced to an election in November.

Powell Boulevard Phase I, Ross Island Bridge to 52nd Avenue - The contract is still proceeding to a July bid letting without the pedestrian overcrossings. There is a problem with the utilities and getting them moved off of Powell Boulevard. The city is working on this, attempting to persuade PGE to underground their utilities. PGE, taking the other tack, looks to reducing the number of power poles on Powell and cleaning up the overhead wiring. There is some question as to whether right-of-way easements will be obtained in time for July letting (at a later meeting, it was decided that with certain adjustments and requirements for easements, the right-of-way deadline for a July schedule bid letting could be met).

Banfield Transitway - Bob Bothman discussed the attached schedule for advancing to a final EIS. He also discussed the results of the hearing held on April 6.

Alice to Murray Section, SW Allen Boulevard - Bob Heard presented the particulars on the project, advising of the 66-foot right-of-way option, the 66-foot/72-foot option and the 82-foot right-of-way option. The CAC has recommended against the 82-foot option for consideration. Noise through this section will be a serious problem. The narrowness of the section is of particular concern especially as it begins to move into reduce the width of sidewalks, eliminate possible bike lanes. The narrow 5-foot walk immediately adjacent to traffic appears to be acceptable to the members of the CAC. Needs further review.

There was some expression that we should carefully document the need for this project especially considering the potential impacts, ie noise and increased traffic, which will occur. This need should address the lack of other possible alternatives to doing a project along this street.

The intersection of Murray at Allen should be designed for a future extension of Allen Boulevard to the west. This will be accomplished.

I-205/I-5 Noise Studies - We tried to determine a direction to proceed with this study. There is a need to respond to two complaints on these projects. There is a need to formulate a statewide policy to use in applying solutions for the complaint. A decision to formulate policy should be made without the pressure of a particular project. However, the project, ie solution to the complaints, needs to be advanced now. A recommended course of action was not developed by the Team.

ls

cc: I.D. Team 1 Members

RECEIVED
DOT OPERATIONS
APR 2[illegible] '78
REFER TO
FOR
Info Inves R/O D/R Sign Act File

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

FILE:

April 12, 1978
Salem, OR 97310

FROM: Tony George, Engineering Coordinator
Environmental Section

Tony

SUBJECT: Park Place - Clackamas Comm. College
Cascade Highway, South No. 160
Clackamas County

TO: Gary A. Potter, Manager
Environmental Section

In advance of your Team I meeting at the Metro office this Friday, I wanted to alert you to potential air quality problems on the above referenced project.

After analyzing the preliminary traffic data forwarded to us by John Hanks, we have determined there is a definite possibility the project build alternative may cause new violations of the carbon monoxide 8-hr. ambient standard without a significant offsetting improvement in air quality along the existing project corridor. In addition, we have determined that the potential build alternative standard violations may occur beyond the 12-31-87 final deadline for attainment of standards set by Congress (this assumes the Portland area will receive an extension to the 12-31-82 deadline currently in effect).

With this type of information a virtual certainly, it is imperative that actual measurements of carbon monoxide air quality be made in the project corridor(s) this fall or winter. This data is essential to more accuratly determine the above referenced impacts.

I recommend that the project DEIS schedule be delayed until such monitoring data can be collected and analyzed. To do otherwise may needlessly lead to the expenditure of preliminary engineering funds to develop a project that will not receive indirect source approval.

AJG:cjh

BANFIELD TRANSITWAY
PROJECT SCHEDULE

Date	Activity
April 6	Formal public hearing
May 1	Hearing report and transcript distributed to local jurisdictions
June 15	UMTA response
June 30	Tri-Met Board resolution on mode selection and financing
July 1	Start FEIS consultant
July 31	Resolutions on selected alternative by Portland, Gresham and Multnomah County
August 24	CRAG Board resolution on regional consensus on selected alternative
September 25	OTC resolution
October 2	Distribute preliminary FEIS for review
November 15	Complete review process
December 29	FEIS and selected alternative submitted to Governor
January 5, 1979	Selected alternative and FEIS submitted to USDOT
April 15, 1979	USDOT approval
October, 1980	Construction Banfield
January, 1982	Completion I-205
October, 1983	Completion Banfield

STATE OF OREGC

INTERO CE MEMO

TO: MEMO TO THE FILE

DATE: April 5, 1978

FROM: LEON BROCK Leon G. Brock
Project Coordinator

SUBJECT: Oregon City Bypass
Technical Advisory Committee
March 24, 1978

NOTED
S. HUNTE

Mr. Ewen and Mr. Cameron presented the new reconnaissance corridor east of Holly Lane (Corridor "D"). The impacts as presented by Mr. Ewen are mostly negative. The curve from Holcomb Road south is longer and sharper than in corridors "A" or "B". The crossing of Livesay Road severs the road; a new connection to Holcomb Road would be necessary. Both the new corridor and the new connection of Livesay Road cross Holcomb Creek. Fills in this are run to a maximum of 90 feet and cuts to 30 feet. The little canyon and one man-made lake will be severely impacted. A private landing strip east of Livesay would be taken. The land between Redland Road, the bypass and Livesay would probably have to be purchased. The crossing of Redland Road and Abernethy Creek requires only one structure due to narrowness of canyon at this point. The bypass goes under Holly Lane by about 30 feet at centerline in two places. These structures will require some improvement of Holly Lane for about 500 feet each way. The property severances as the bypass parallels Holly Lane to the east are greater than the Corridor "A" ridge route. There is no access proposed to this severed property at this time. The maximum grade is steeper and longer than the other proposed corridors. This corridor lacks the flexibility to connect Redland Road to the bypass with an interchange due to the narrowness of Abernethy Canyon at this point. This route does avoid both Ogden Junior High School and the L.D.S. stake which are impacted to some extent by Corridor "A". The homes along Livesay Road will suffer some undetermined amount of noise impact. There is some involvement with wetlands on this route.

Corridor "A-D" was presented; the impacts between Odgen Junior High School and Holcomb Road are the same as with Corridor "D". This route was originally proposed to eliminate impacts of Corridor "A" on the Junior High ball park and Abernethy Creek wetlands. Mr. Ewen stated that Corridor "A" has been modified to save the ball park and stay out of Abernethy Creek wetlands.

In discussing Corridor "A", the following points were made:

> The alignment at Ogden Junior High School was modified to a 6° curve to save the ball park.

The grade to get onto the ridge is longer and steeper than Corridor "B".

Quite a few parcels are severed along Holly Lane with no access proposed.

The roadway adjacent to the school and church is about 25 feet below grade.

Use of sound berm is feasible if necessary.

Technical Services will have the following available for Potter April 1 for both Corridor "A" and "B".

Profile
Cross Sections
Typical Section
Right-of-Way Map
Acres of Clearing
Acres of Slope
1970 Contour Map
Grading and Construction Estimates
with Quantities

Mr. Cameron will proceed immediately with location survey for the canyon route, based on assumption that it will eventually be selected.

Mr. Cameron will have new mappage for next CAC meeting; the information given to citizens will not contain $ amounts per Mr. Ewen's request.

LB/ldo

cc: E. S. Hunter
E. L. Hardt
M. J. Klotz
J. D. McClure
A. Judson
TAC Members

9592 18 1N

RECONNAISSANCE ESTIMATE

Newell Creek Corridor
Oregon City Bypass
March, 1978

OREGON STATE HIGHWAY DIVISION

March 17, 1978

PRELIMINARY RECONNAISSANCE COST ESTIMATE

PARK PLACE - CLACKAMAS COMM. COLLEGE SECTION
Cascade Highway
Oregon City Bypass
NEWELL CR. CORRIDOR

TOTAL MILES	3.7
TOTAL RISE & FALL	450
TOTAL CENTRAL ANGLE	240
MAX. DEGREE OF CURVE	4
NUMBER OF CURVES	7
MAXIMUM GRADE	Length 1.5 Miles 3.4%
NUMBER OF INTERSECTIONS	4
NUMBER OF ACCESSES EXISTING	0
NUMBER OF BRIDGES	3
NUMBER OF BOX CULVERTS	0

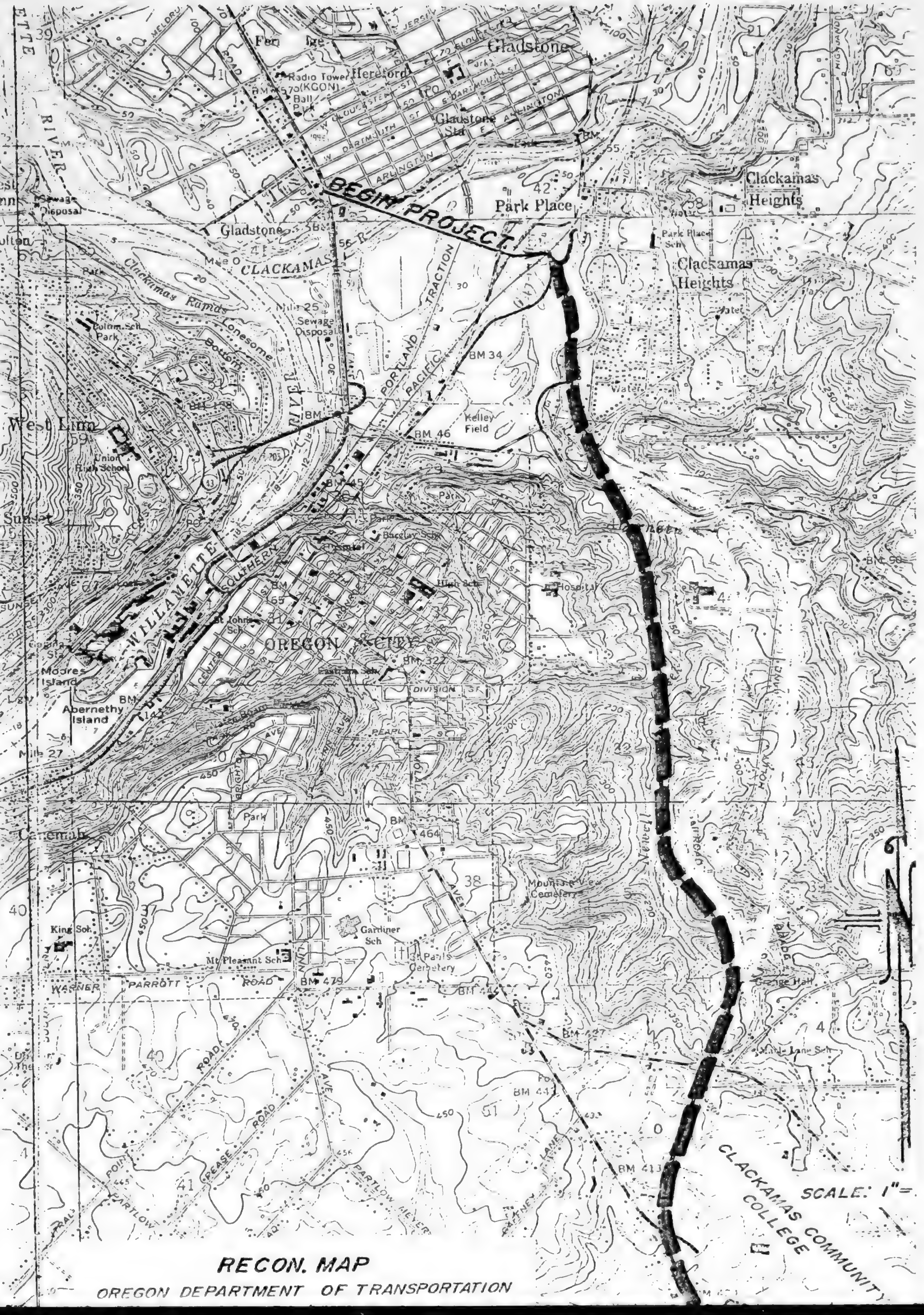
ITEM	QUANTITY	UNIT	PRICE	AMOUNT
CLEARING AND GRUBBING				230,000
GRADING				1,522,000
STRUCTURES				1,357,000
SURFACING				1,500,000
INTERSECTIONS				200,000
DRAINAGE				470,000
SUB TOTAL				5279,000
$200,000 - Preliminary Engineering + 40% Engr&Cont.				2,654,000
TOTAL CONSTRUCTION				9490,000
TOTAL RIGHT OF WAY				1,800,000
TOTAL PROJECT COST				11,290,000

PARK PLACE - [illegible]
Cascade Highway
Oregon City Bypass
NEWELL CR. CORRIDOR

TOTAL MILES	3.7
TOTAL RISE & FALL	450
TOTAL CENTRAL ANGLE	240
MAX. DEGREE OF CURVE	4
NUMBER OF CURVES	7
MAXIMUM GRADE Length 1.5 Miles	3.4%
NUMBER OF INTERSECTIONS	4
NUMBER OF ACCESSES EXISTING	0
NUMBER OF BRIDGES	3
NUMBER OF BOX CULVERTS	0

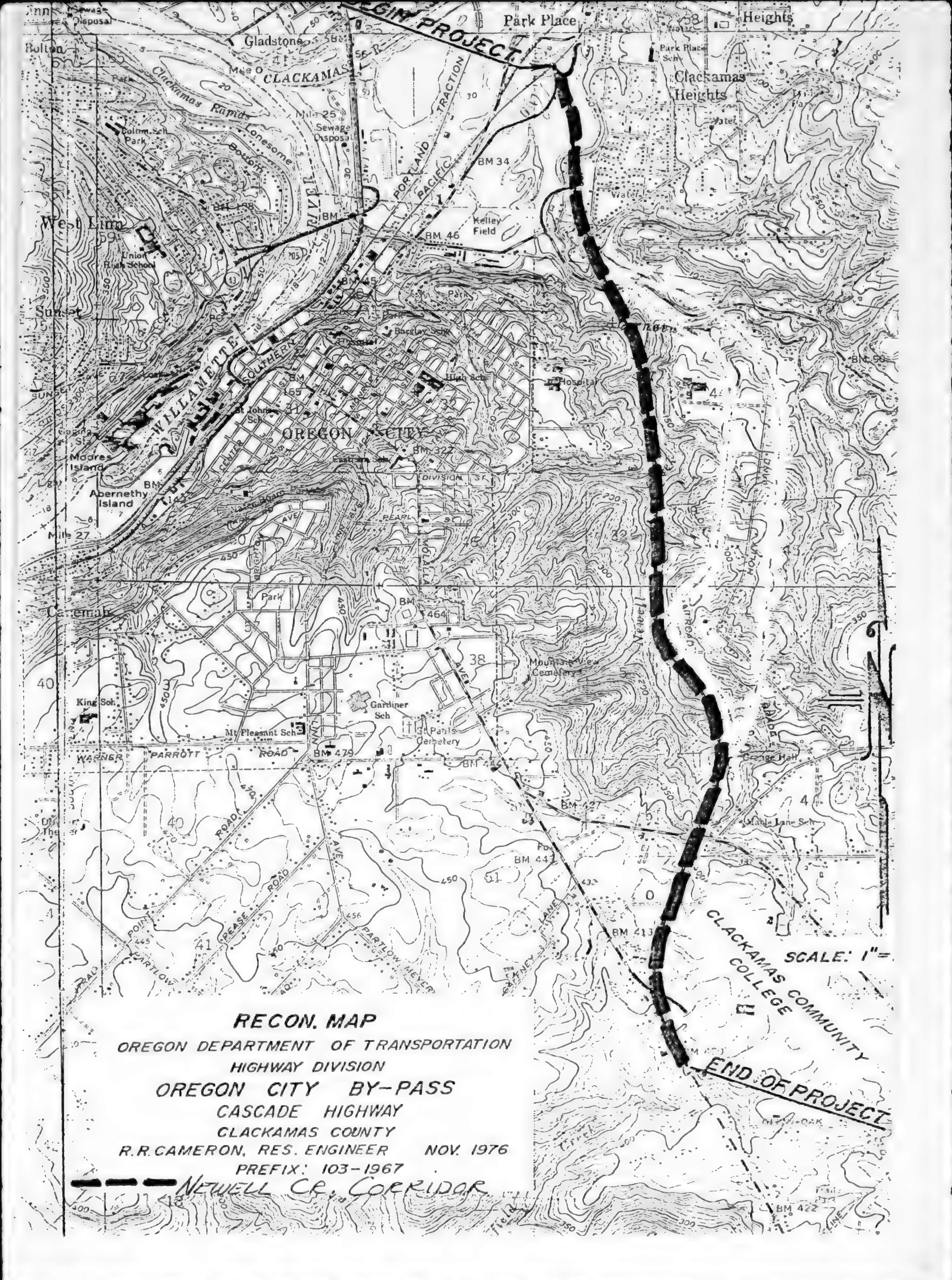
ITEM	QUANTITY	UNIT	PRICE	AMOUNT
CLEARING AND GRUBBING				230,000
GRADING				1,522,000
STRUCTURES				1,357,000
SURFACING				1,509,000
INTERSECTIONS				200,000
DRAINAGE				470,000

SUB TOTAL	5279,000
$200,000 - Preliminary Engineering + 40% Engr&Cont.	2,654,000
TOTAL CONSTRUCTION	9490,000
TOTAL RIGHT OF WAY	1,800,000
TOTAL PROJECT COST	11,290,000
COST PER MILE	2,971,000


BEGIN PROJECT
Gladstone
Hereford
Radio Tower 570 (KGON)
Ball Park
W Gloucester St
W Dartmouth St
Arlington
Glastone Sta
Park Place
Park Place Sch
Clackamas Heights
West Linn
Sewage Disposal
Bolton
Clackamas
Clackamas Rapids
Lonesome Bottom
Sewage Disposal
Portland
Pacific
Traction
BM 34
Kelley Field
BM 46
BM 45
Union High School
Sunset
Willamette
River
Southern
Barclay Sch
High Sch
Hospital
St Johns Sch
Oregon City
BM 322
Eastham Sch
Division St
Pearl St
Molalla
Moores Island
Abernethy Island
Mile 27
Canemah
Park
BM 464
Brighton Ave
Center
Mountain View Cemetery
Newell
Gardiner Sch
St Pauls Cemetery
Mt Pleasant Sch
King Sch
Warner
Parrott
Road
BM 479
BM 427
Grange Hall
Maple Lane Sch
BM 413
Pease Road
Partlow
Clackamas Community College
SCALE: 1"=

RECON. MAP

OREGON DEPARTMENT OF TRANSPORTATION


BEGIN PROJECT
Park Place
Heights
Gladstone
Clackamas Heights
Park Place Sch
Bolton
CLACKAMAS
Clackamas Rapids
Lonesome Bottom
Sewage Disposal
Bolton Sch Park
PORTLAND TRACTION
PACIFIC
RIVER
BM 34
Kelley Field
BM 46
West Linn
Union High School
Sunset
BM 45
Barclay Sch
Hospital
High Sch
WILLAMETTE
SOUTHERN
St Johns Sch
OREGON CITY
BM 322
Eastham Sch
DIVISION ST
PEARL
Moores Island
Abernethy Island
Mile 27
Canemah
Park
BM 464
MOLALLA
Mountain View Cemetery
Newell
REDLAND
HOLCOMB
King Sch
Mt Pleasant Sch
Gardiner Sch
St Pauls Cemetery
WARNER
PARROTT
ROAD
BM 479
BM 427
Grange Hall
Maple Lane Sch
BM 441
BM 413
PEASE ROAD
PARTLOW
PARTLOW MEYERS
CLACKAMAS COMMUNITY COLLEGE
SCALE: 1"=
END OF PROJECT
BM 422

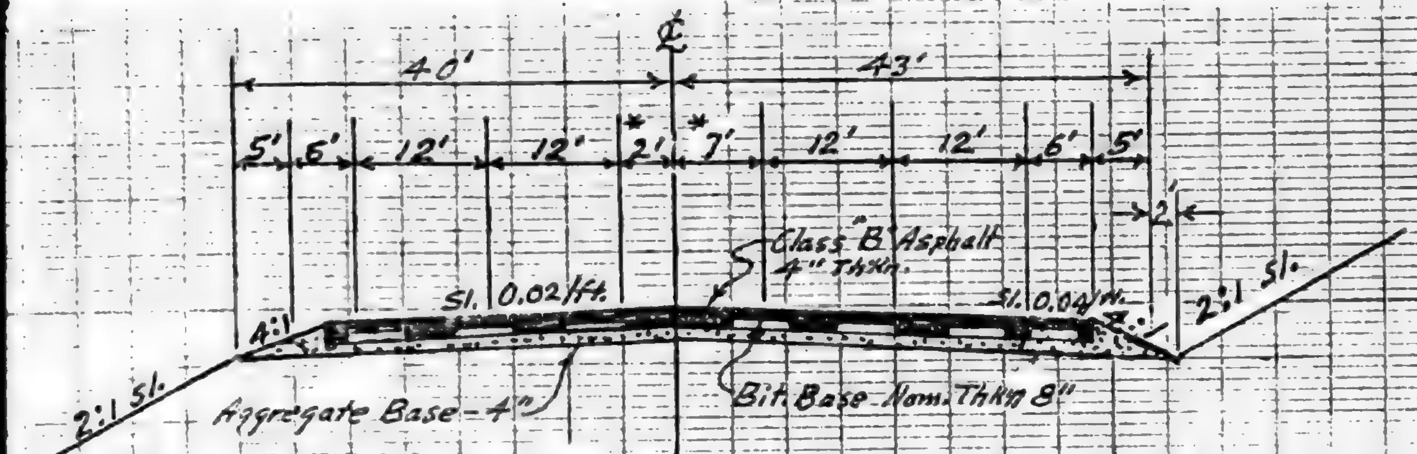
RECON. MAP

OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

OREGON CITY BY-PASS

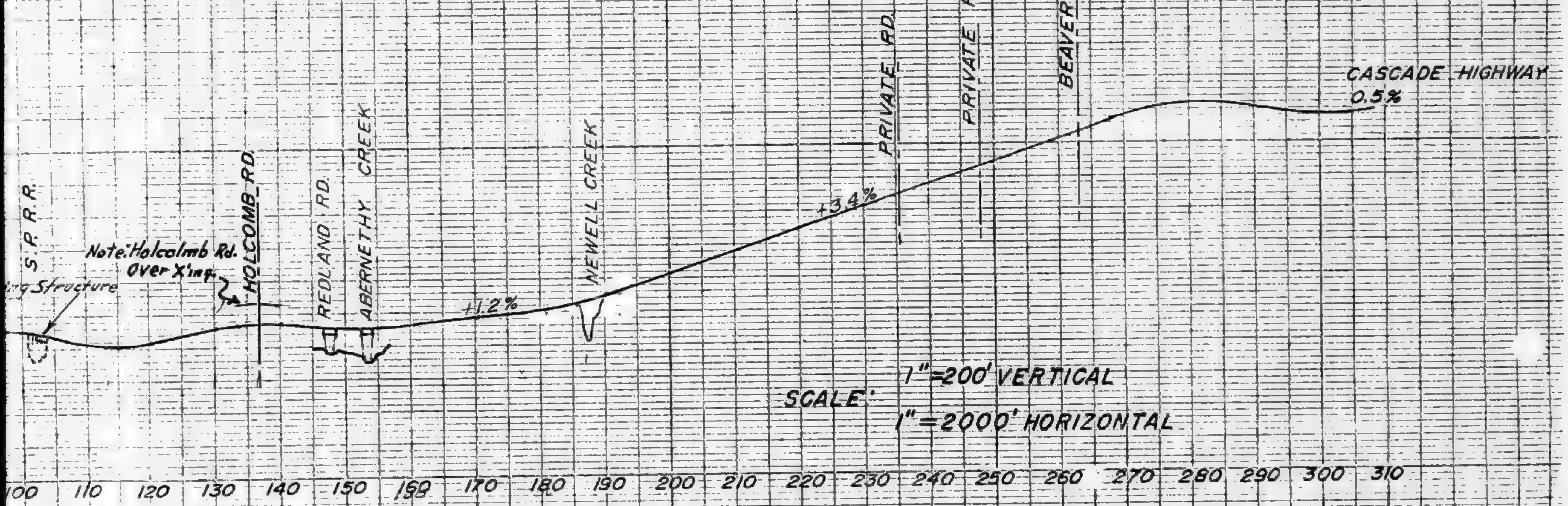
CASCADE HIGHWAY
CLACKAMAS COUNTY
R.R. CAMERON, RES. ENGINEER NOV. 1976
PREFIX: 103-1967

▬ ▬ ▬ NEWELL CR. CORRIDOR


℄
40'
43'
5'
6'
12'
12'
*2'
*7'
12'
12'
6'
5'
2'
Class "B" Asphalt 4" Thkn.
Sl. 0.02/ft.
Sl. 0.04/ft.
4:1
2:1 Sl.
2:1 Sl.
Aggregate Base - 4"
Bit. Base Nom. Thkn 8"

*Median Variable 2' to 7' Max.

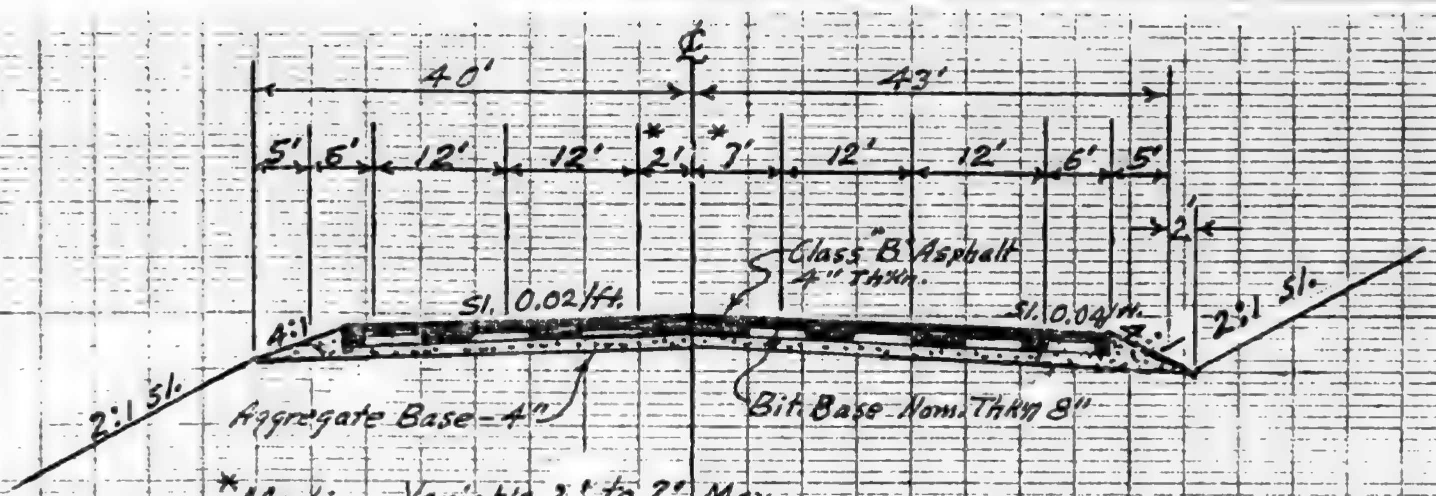
TYPICAL SECTION



SCALE: 1"=200' VERTICAL
1"=2000' HORIZONTAL

RECONNAISSANCE PROFILE

OREGON CITY BYPASS
PARK PLACE CLACKAMAS COMMUNITY COLLEGE SEC.
CASCADE HIGHWAY CLACKAMAS COUNTY
R.R. CAMERON. RES. ENG'R. NOVEMBER. 1976
PREFIX: 103 - 1967


℄
40'
43'
5'
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12'
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*7'
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12'
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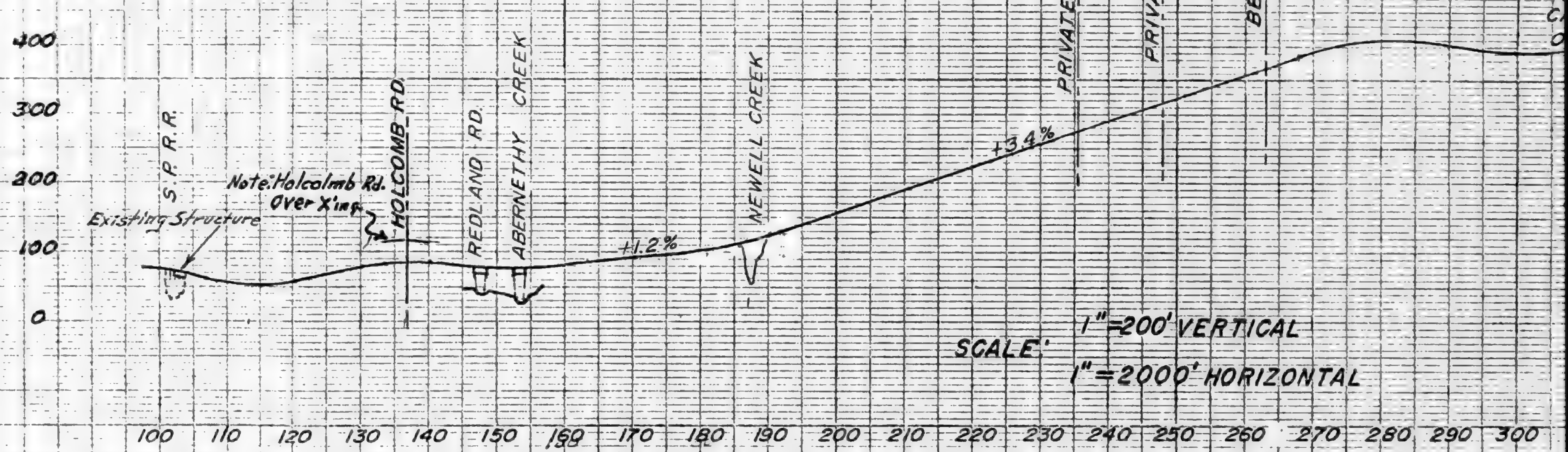
5'
2'
Class "B" Asphalt 4" Thkn.
Sl. 0.02/ft.
Sl. 0.04/ft.
4:1
2:1 Sl.
2:1 Sl.
Aggregate Base-4"
Bit. Base Nom. Thkn 8"

*Median Variable 2' to 7' Max.

TYPICAL SECTION



SCALE: 1"=200' VERTICAL
1"=2000' HORIZONTAL

RECONNAISSANCE PROFILE

OREGON CITY BYPA
PARK PLACE CLACKAMAS
COLLEGE SEC
CASCADE HIGHWAY CLACKAM
R.R. CAMERON. RES. ENG'R.
PREFIX: 103-1967

PARK PLACE - CLACK COMM. COLL. SEC. 5-7

OREGON CITY [illegible]

NEWELL CR. CORRIDOR

SECTION INCLUDES 4-12' LANES, 4' MEDIAN, 2-10' SHOULDERS, TOTAL=72'

ESTIMATE (CO[illegible] COST)

ITEM	QUANTITY	PRICE	AMOUNT
Mobilization			472,300
Temp. Prot. & Direction of Traffic			49,000
Clearing & Grubbing			
Light	33	1,000	33,000
Medium	20	2,000	40,000
Heavy	53	3,000	159,000
General Exc.	1,500,000	1^{25}	1,875,000
Trench Exc.	4,000	6^{00}	24,000
Finishing Roadbed & Slopes	4	$2,500^{00}$	10,000
Plant Mix Bit. Base	74,500	7^{00}	522,000
1"-0" Agg. in Base	46,300	4^{25}	197,000
Class 'B' A.C. Mix.	37,200	9^{00}	335,000
Asph. in Mix.	6,680	80^{00}	534,000
36" Structural Pipe	2,000	175^{00}	350,000
18" Storm Sewer	2,000	12^{00}	24,000
24" " "	330	18^{00}	6,000
30" " "	180	28^{00}	5,000
36" " "	220	35^{00}	7,700
8" Drain Pipe	20,000	4^{50}	90,000
Special Filter Mat'l. in Drains	2,700	10^{00}	27,000
Type 2A Guard Rail	16,000	8^{00}	128,000
Type 1 Conc Anchor	22	280^{00}	6,200
" A End Piece	11	25^{00}	300
" C " "	11	120^{00}	1,300
Extra for Bridge Conn.	6	250^{00}	1,500
Extra for AC Approaches	10	250^{00}	2,500
Drainage Curb	10,000	1^{50}	15,000
Delinators	100	15^{00}	1,500
Rip Rap	12,000	10^{00}	120,000
Signs	5,000	6^{00}	30,000
Traffic Signals	3	50,000	150,000
Anticipated County Rd. Adjustment	20	2000	40,000
Roadside seeding & Mulching	65	350	22,700
Structures	32,300	42^{00}	1,357,000
SUBTOTAL			6,636,000
Engineering & Contingencies 40%			2,654,000
Preliminary Engineering			200,000
TOTAL CONSTRUCTION COST			9,490,000
Right-of-Way			1,800,000
TOTAL COST			11,290,000

Mobilization			472,5
Temp. Prot. & Direction of Traffic			49,000
Clearing & Grubbing			
Light	33	1,000	33,000
Medium	20	2,000	40,000
Heavy	53	3,000	159,000
General Exc.	1,500,000	1.25	1,375,000
Trench Exc.	4,000	6.00	24,000
Finishing Roadbed & Slopes	4	2,500.00	10,000
Plant Mix Bit. Base	74,500	7.00	522,000
1"-0" Agg. in Base	46,300	4.25	197,000
Class 'B' A.C. Mix.	37,200	9.00	335,000
Asph. in Mix.	6,680	80.00	534,000
36" Structural Pipe	2,000	175.00	350,000
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24" " "	330	18.00	6,000
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SUBTOTAL			6,636,000
Engineering & Contingencies 40%			2,654,000
~~Preliminary Engineering~~			200,000
TOTAL CONSTRUCTION COST			9,490,000
Right-of-Way			1,800,000
TOTAL COST			11,290,000

PHASE I (CORRIDOR) R/W LIAISON REPORT.

CASCADE HIGHWAY
PARK PLACE INTERCHANGE-CLACKAMAS COMM. COLLEGE SECTION
(OREGON CITY BYPASS)
CLACKAMAS COUNTY
Prefix: 103-1967-913
November 23, 1976

This R/W Cost estimate was prepared by the Region I R/W Office covering the 105.5 acre corridor as laid out on the accompanying aerial mosiac.

The total estimated cost is $1,585,000.

Land (105.5 Ac.)	$ 823,000
Improvements	559,000
Damages	101,000
Relocation	102,000
Total R/W Cost =	$1,585,000

The above corridor involves the Clairmont Water District's new 20" x 550' well, pump station and storage facility. However, it appears the well, which is reported to be an excellent water source, could be used with only the relocation of the storage and pump facilities.

Relocation will be required for 17 living units, 4 businesses and the above-mentioned Water District.

Marvin G. McEldowney
Senior Acquisition Agent

Park Place [illegible]
[illegible]

Total [illegible]

2

RECONNAISSANCE ESTIMATE

Ridge Corridor

Oregon City Bypass

March, 1978

OREGON STATE HIGHWAY DIVISION
March 17, 1978
PRELIMINARY RECONNAISSANCE COST ESTIMATE

PARK PLACE - CLACKAMAS COMM. COLLEGE SECTION
Cascade Highway
Oregon City Bypass
RIDGE CORRIDOR

TOTAL MILES	3.9
TOTAL RISE & FALL	450
TOTAL CENTRAL ANGLE	340
MAX. DEGREE OF CURVE	4
NUMBER OF CURVES	7
MAXIMUM GRADE Length 1 Mile	4½
NUMBER OF INTERSECTIONS	4
NUMBER OF ACCESSES EXISTING	0
NUMBER OF BRIDGES	4
NUMBER OF BOX CULVERTS	0

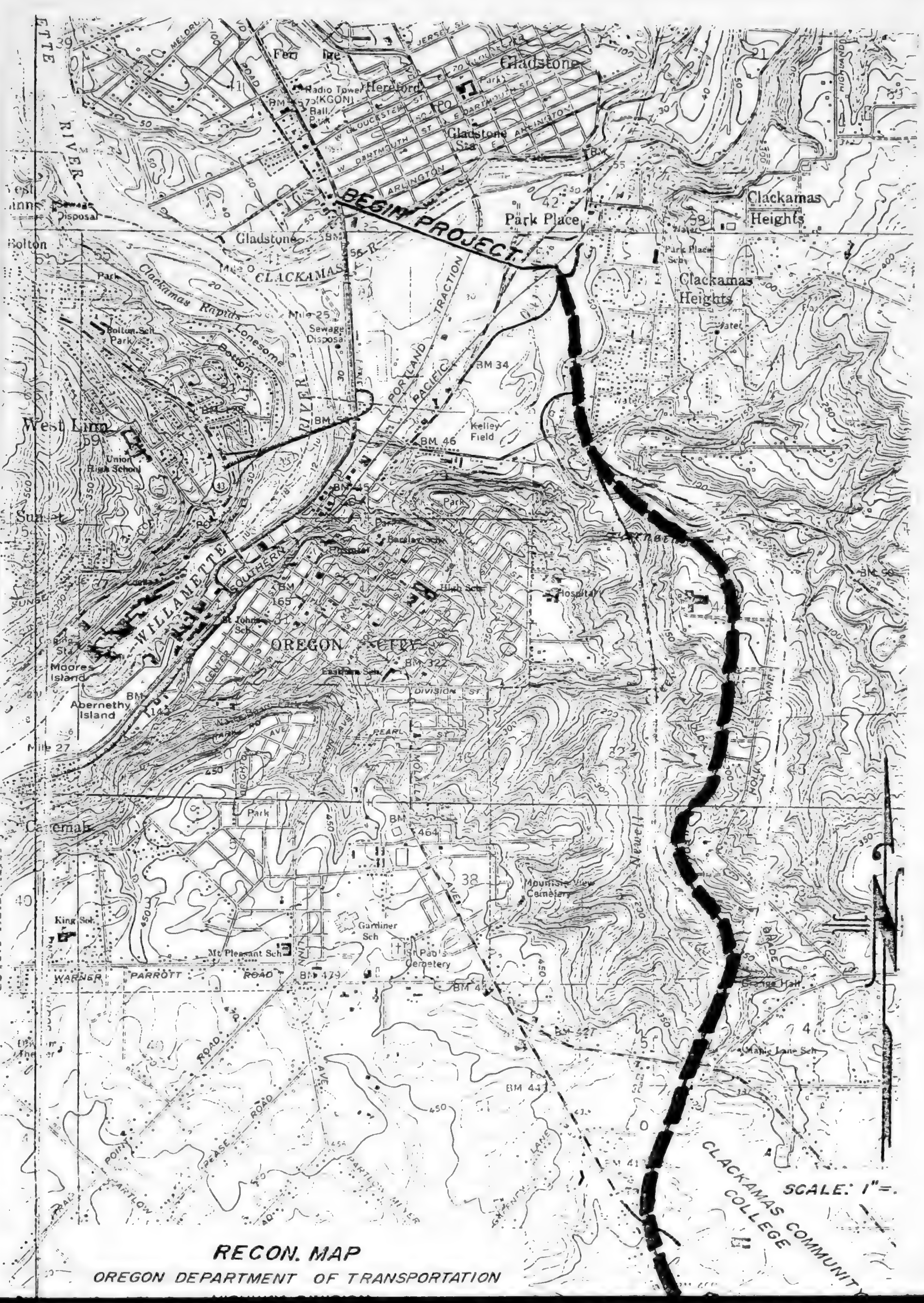
ITEM	QUANTITY	UNIT	PRICE	AMOUNT
CLEARING AND GRUBBING				250,000
GRADING				2,585,000
STRUCTURES				1,600,000
SURFACING				2,000,000
INTERSECTIONS				200,000
DRAINAGE				400,000
SUB TOTAL				7,035,000
#2,000,000 Preliminary Engineering + 40% Eng & Cont.				3,015,000
TOTAL CONSTRUCTION				10,050,000
TOTAL RIGHT OF WAY				3,300,000
TOTAL PROJECT COST				13,350,000

PARK PLACE - CLACKAMAS COMM. COLLEGE SECTION
Cascade Highway
Oregon City Bypass
RIDGE CORRIDOR

TOTAL MILES	3.9
TOTAL RISE & FALL	450
TOTAL CENTRAL ANGLE	340
MAX. DEGREE OF CURVE	4
NUMBER OF CURVES	7
MAXIMUM GRADE Length. 1 Mile	4½
NUMBER OF INTERSECTIONS	4
NUMBER OF ACCESSES EXISTING	0
NUMBER OF BRIDGES	4
NUMBER OF BOX CULVERTS	0

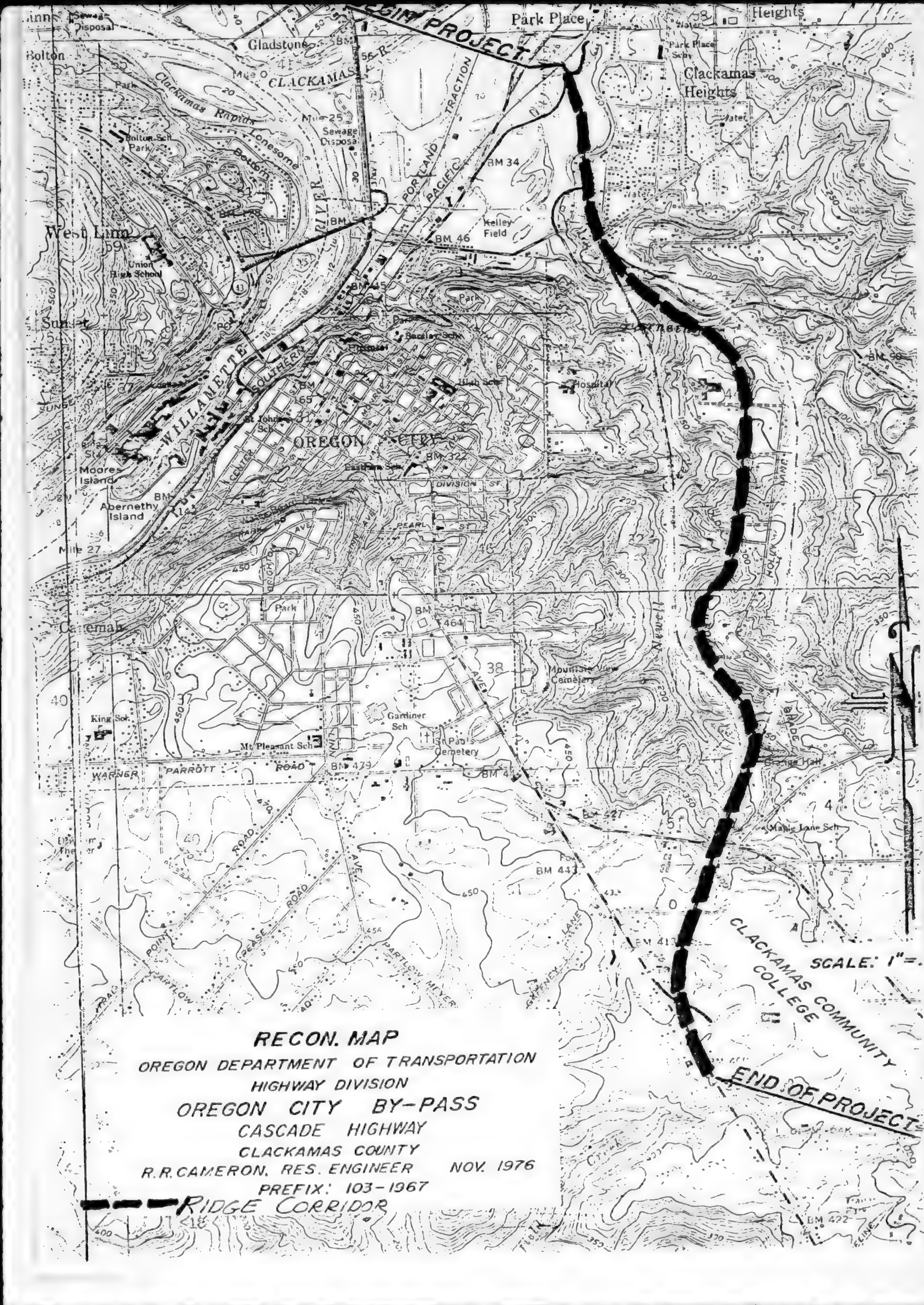
ITEM	QUANTITY	UNIT	PRICE	AMOUNT
CLEARING AND GRUBBING				250,000
GRADING				2,585,000
STRUCTURES				1,600,000
SURFACING				2,000,000
INTERSECTIONS				200,000
DRAINAGE				400,000

SUB TOTAL	7,035,000
$2,000,000 Preliminary Engineering + 40% Eng & Cont.	3,015,000
TOTAL CONSTRUCTION	10,050,000
TOTAL RIGHT OF WAY	3,300,000
TOTAL PROJECT COST	13,350,000
COST PER MILE	3,423,000


BEGIN PROJECT
Gladstone
Hereford
Radio Tower (KGON)
Ball Park
Gladstone Sta
Park Place
Clackamas Heights
Park Place Sch
West Linn
Sewage Disposal
Bolton
Gladstone
CLACKAMAS
Clackamas Rapids
Lonesome Bottom
Mile 25
Sewage Disposal
Bolton Sch
Park
PORTLAND TRACTION
PACIFIC
SOUTHERN
RIVER
WILLAMETTE
West Linn
Union High School
Sunset
Kelley Field
BM 34
BM 46
Barclay Sch
Hospital
High Sch
St Johns Sch
OREGON CITY
Eastham Sch
BM 322
DIVISION ST
PEARL ST
Moores Island
Abernethy Island
Mile 27
Canemah
Park
BM 464
Mountain View Cemetery
Newell
King Sch
Gardiner Sch
Mt Pleasant Sch
St Paul's Cemetery
WARNER PARROTT ROAD
BM 479
Grange Hall
Maple Lane Sch
BM 427
BM 441
ROAD
PEASE ROAD
CLACKAMAS COMMUNITY COLLEGE
SCALE: 1"=.

RECON. MAP

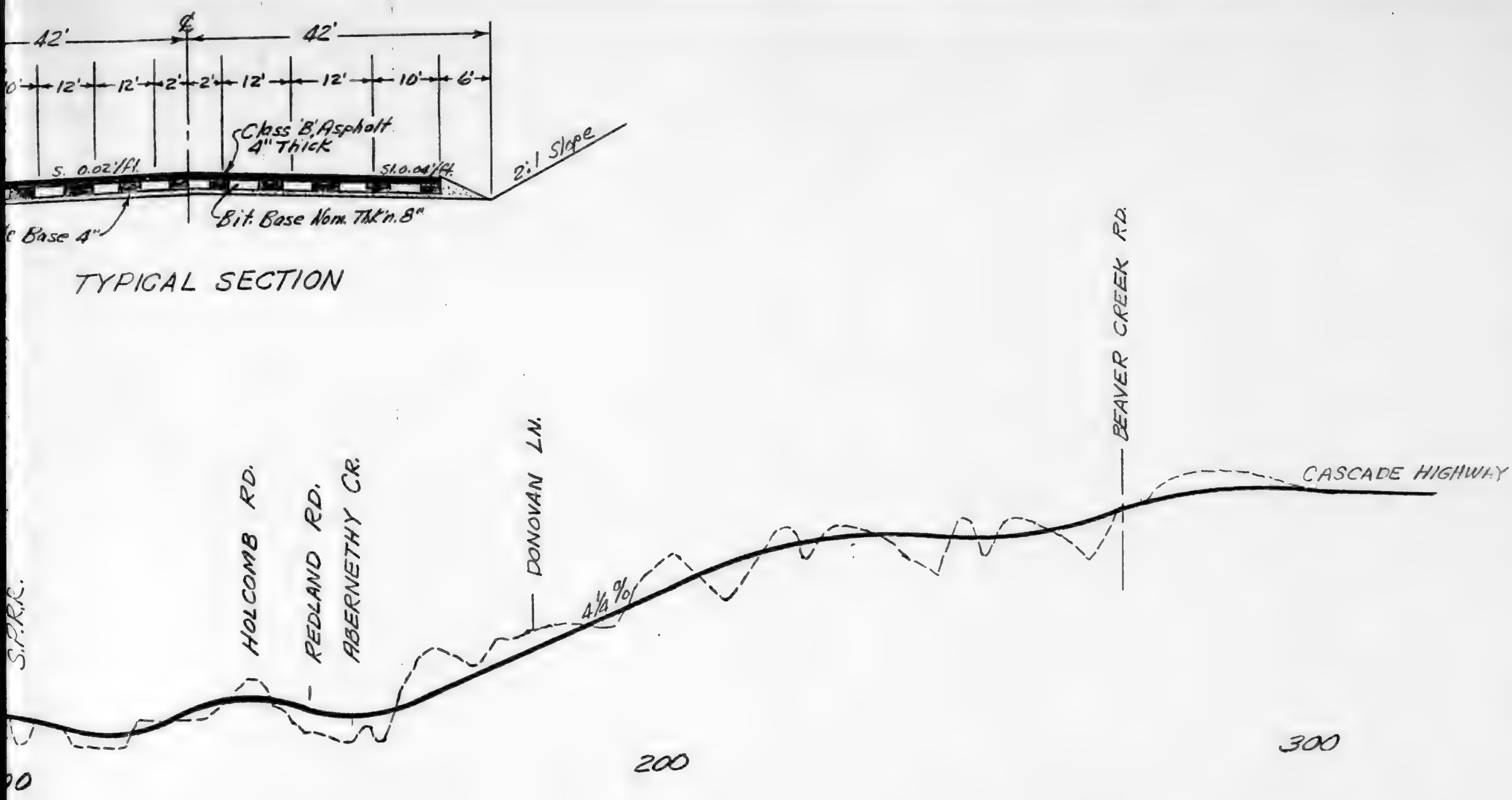
OREGON DEPARTMENT OF TRANSPORTATION



RECON. MAP
OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
OREGON CITY BY-PASS
CASCADE HIGHWAY
CLACKAMAS COUNTY
R.R. CAMERON, RES. ENGINEER NOV. 1976
PREFIX: 103-1967

▬ ▬ ▬ RIDGE CORRIDOR

BEGIN PROJECT
END OF PROJECT
SCALE: 1"=
Park Place
Heights
Gladstone
Clackamas Heights
Bolton
West Linn
Union High School
Sunset
Canemah
Moores Island
Abernethy Island
OREGON CITY
WILLAMETTE RIVER
CLACKAMAS RIVER
Clackamas Rapids
Lonesome Bottom
PORTLAND TRACTION
SOUTHERN PACIFIC
Kelley Field
Hospital
High Sch
Barclay Sch
St John's Sch
Eastham Sch
DIVISION ST
PEARL ST
Park
King Sch
Mt Pleasant Sch
Gardiner Sch
St Paul's Cemetery
Mountain View Cemetery
Grange Hall
Maple Lane Sch
WARNER PARROTT ROAD
PARTLOW ROAD
PEASE ROAD
PARTLOW MEYER
HOLCOMB
CLACKAMAS COMMUNITY COLLEGE
Sewage Disposal
BM 34
BM 46
BM 45
BM 65
BM 322
BM 464
BM 479
BM 427
BM 443
BM 413
BM 422


42'
℄
42'
12'
12'
2'
2'
12'
12'
10'
6'
Class 'B' Asphalt 4" Thick
S. 0.02'/ft.
Sl. 0.04'/ft.
2:1 Slope
Base 4"
Bit. Base Nom. Thk'n. 8"
S.P.R.R.
HOLCOMB RD.
REDLAND RD.
ABERNETHY CR.
DONOVAN LN.
4¼%
BEAVER CREEK RD.
CASCADE HIGHWAY
200
300

TYPICAL SECTION

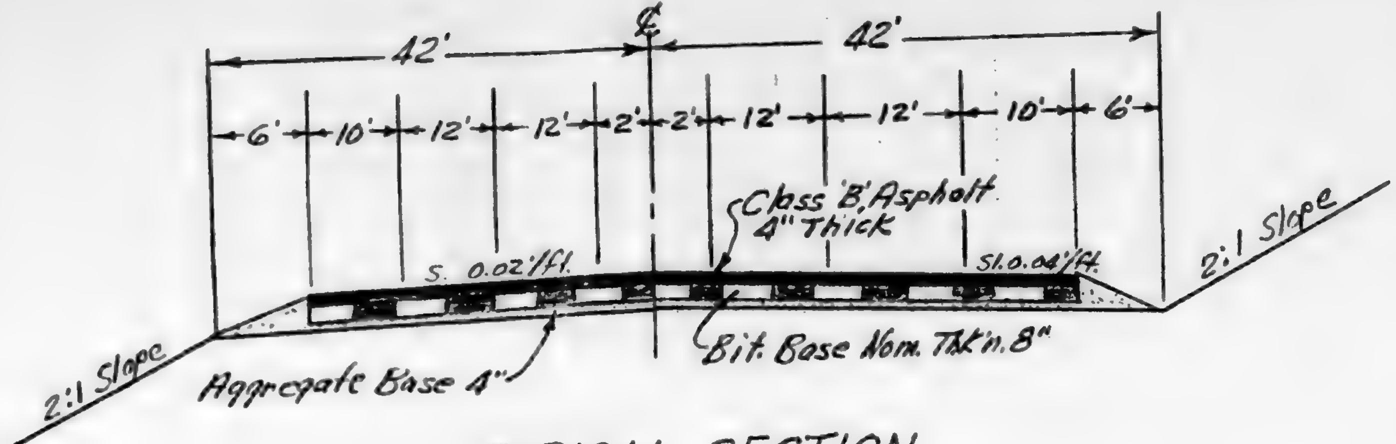
Horiz: 1" = 2000'
Vert: 1" = 200'

RECONNAISSANCE PROFILE
OREGON CITY BYPASS
Ridge Corridor
PARK PLACE ~ CLACKAMAS COMMUNITY COLLEGE

CASCADE HIGHWAY
R.R. CAMERON

CLACKAMAS COUNTY
RESIDENT ENGR.

FEB. 1978


42'
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42'
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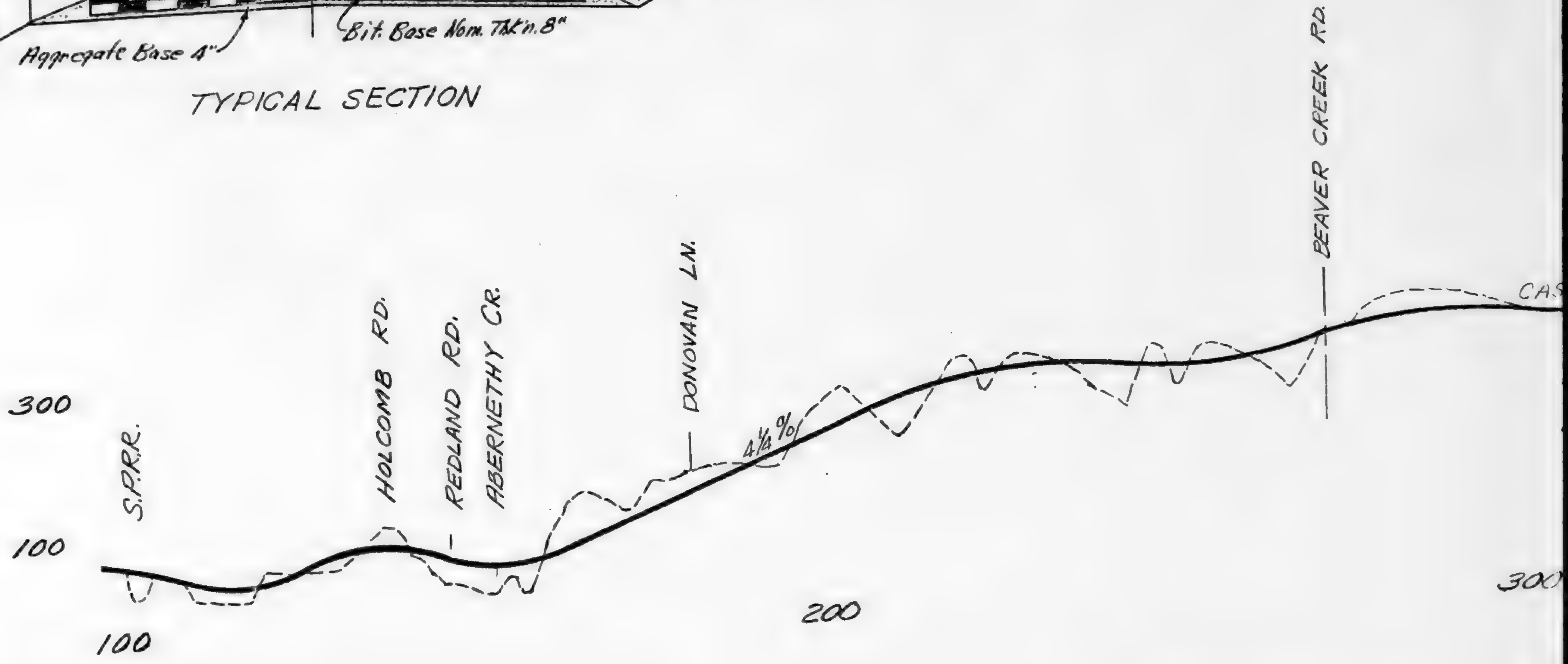
Class 'B' Asphalt 4" Thick
S. 0.02'/ft.
Sl. 0.04'/ft.
2:1 Slope
2:1 Slope
Aggregate Base 4"
Bit. Base Nom. Thk'n. 8"

TYPICAL SECTION



SCALE: Horiz: 1" = 2000'
Vert: 1" = 200'

RECONNAISSANCE PROF
OREGON CITY BYPAS
Ridge Corridor
PARK PLACE ~ CLACKAMAS COMMUNITY

CASCADE HIGHWAY
R.R. CAMERON

CLACKAMAS C
RESIDENT

FEB. 1978

PARK PLACE - CLACK COMM. COLL. SEC. 3-78

OREGON CITY BYPASS

RIDGE CORRIDOR

Section Includes 4-12' Lanes, 4' Median, 2-10' Shoulders TOTAL - 72'

ESTIMATE (Comparative Cost)

ITEM	QUANTITY	PRICE	COST
Mobilization			457,000
Temp. Prot. & Direction of Traffic			46,000
Clearing & Grubbing	125	2,000	250,000
General Excavation	1,500,000	1^{25}	1,875,000
Trench Excavation	4,000	6^{00}	24,000
Finishing Roadbed & Slopes	4	$2,500^{00}$	10,000
Rip Rap	4,800	10^{00}	48,000
Surfacing			2,000,000
Drainage			400,000
Type 2A Guard Rail	5,000	5^{00}	25,000
'A' End Piece	6	25	200
'C' End Piece	6	120	800
Extra for Bridge Conn.	3	250	800
Extra for A.C. Approachs	10	250	2,500
Drainage Curb	5,000	1^{50}	7,500
Delinators	100	15^{00}	1,500
Signs	5,000	6^{00}	30,000
Traffic Signals	3	50,000	150,000
Roadside Seeding and Mulching	70	350^{00}	24,500
Structures	39,100	42^{00}	1,642,200
Anticipated County Road Adjustment	20	2,000	40,000

SUBTOTAL	7,035,000
Eng. & Contingencies 40%	2,815,000
Preliminary Engineering	200,000
TOTAL CONSTRUCTION COST	10,050,000
Right-of-Way	3,300,000
TOTAL COST	13,350,000

2A

RECONNAISSANCE ESTIMATE

Ridge Alternate Corridor

Oregon City Bypass

March, 1978

ORGEGON STATE HIGHWAY DIVISION
March 17, 1978
PRELIMINARY RECONNAISSANCE COST ESTIMATE

PARK PLACE - CLACKAMAS COMM. COLLEGE SECTION
Cascade Highway
Oregon City Bypass
RIDGE CORRIDOR ALTERNATE

TOTAL MILES	3.9
TOTAL RISE & FALL	450
TOTAL CENTRAL ANGLE	340
MAX. DEGREE OF CURVE	4
NUMBER OF CURVES	7
MAXIMUM GRADE	5% Length 0.6 mile
NUMBER OF INTERSECTIONS	4
NUMBER OF ACCESSES EXISTING	0
NUMBER OF BRIDGES	3
NUMBER OF BOX CULVERTS	0

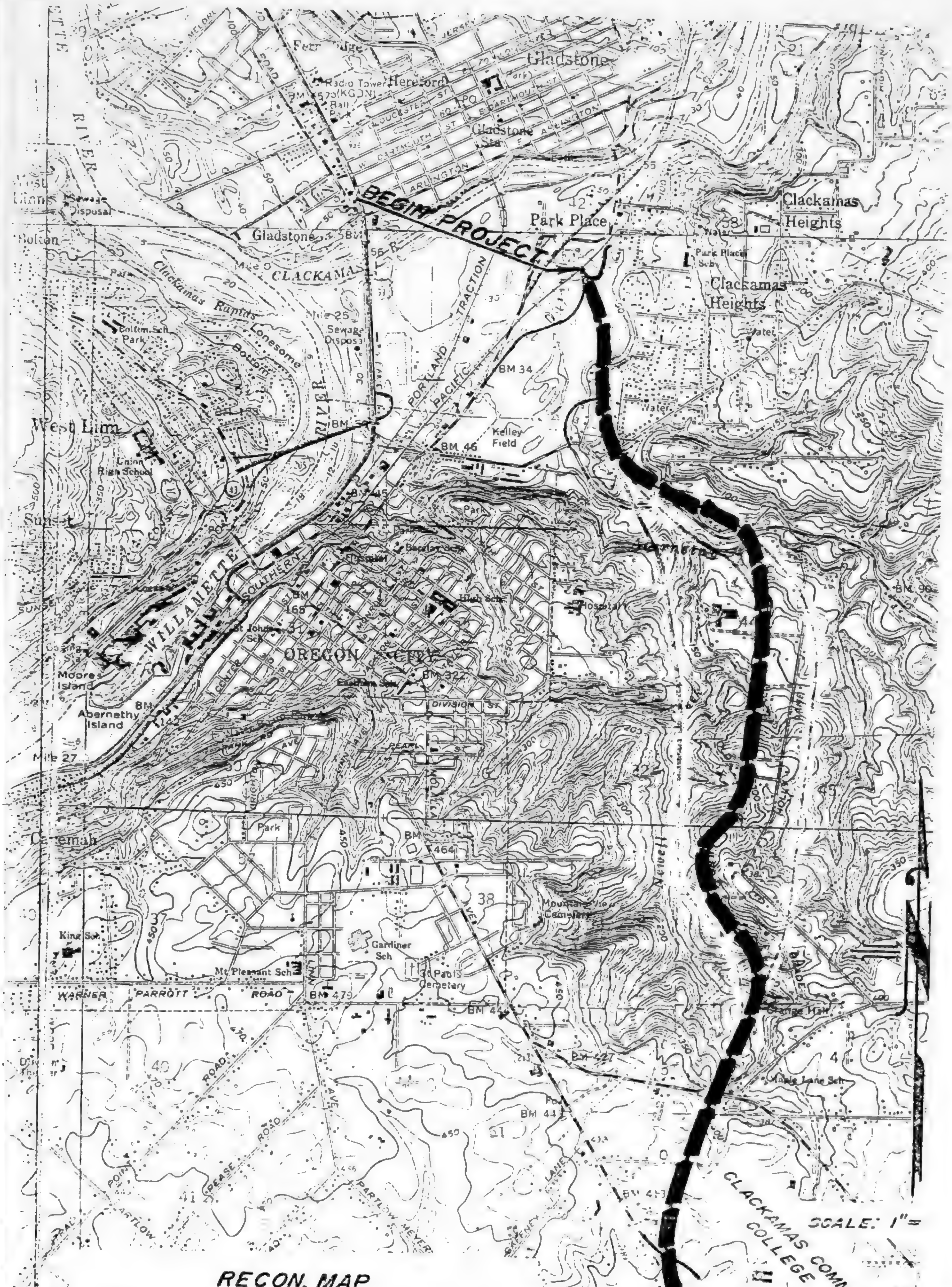
ITEM	QUANTITY	UNIT	PRICE	AMOUNT
CLEARING AND GRUBBING				250,000
GRADING				2,381,800
STRUCTURES				1,159,200
SURFACING				2,000,000
INTERSECTIONS				200,000
DRAINAGE				400,000
SUB TOTAL				6,391,000
* [illegible] Preliminary Engineering +40% Eng & Const.				2756000
TOTAL CONSTRUCTION				9147000
TOTAL RIGHT OF WAY				3,610,000
TOTAL PROJECT COST				

PRELIMINARY RECONNAISSANCE COST ESTIMATE

PARK PLACE - CLACKAMAS COMM. COLLEGE SECTION
Cascade Highway
Oregon City Bypass
RIDGE CORRIDOR ALTERNATE

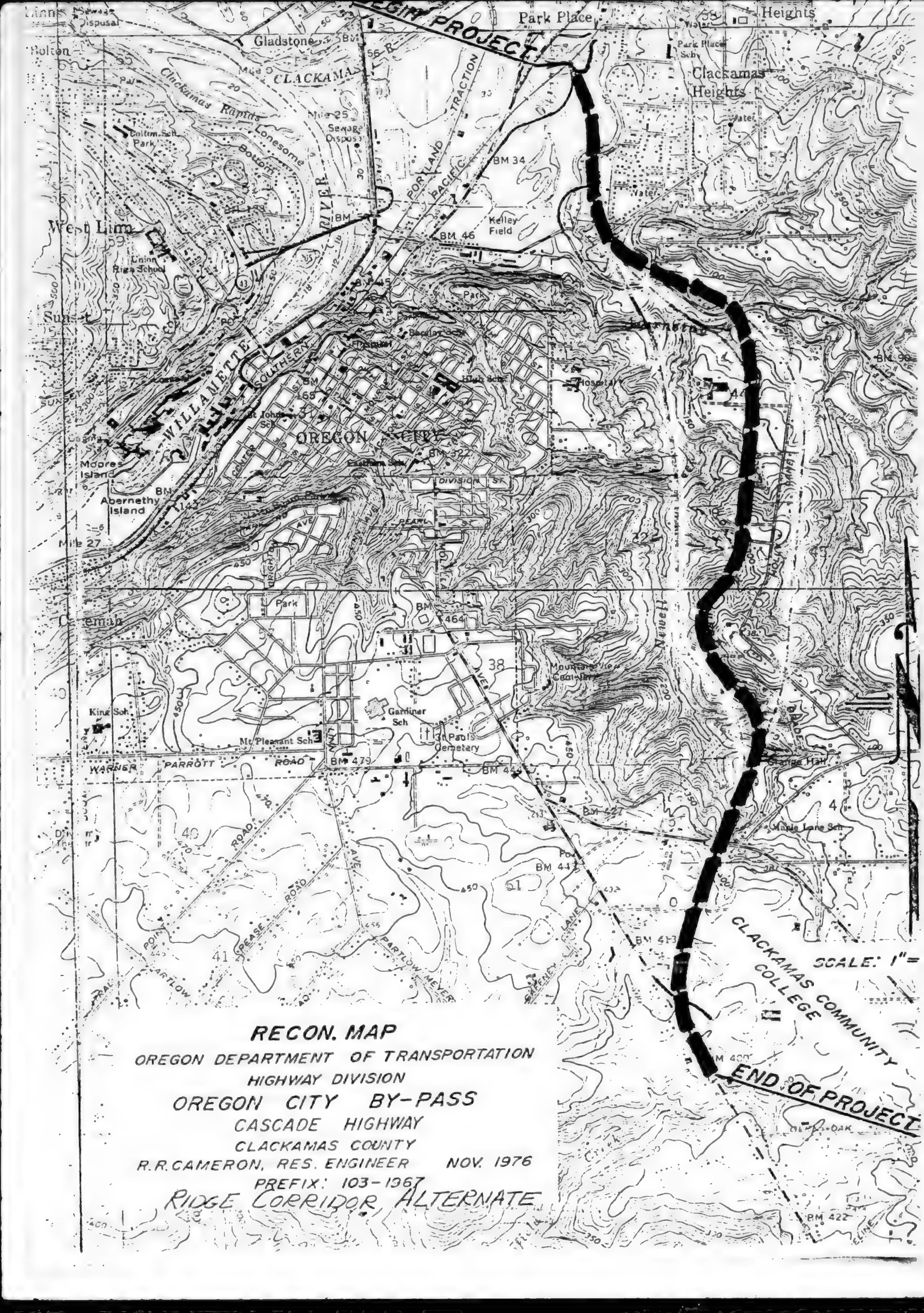
TOTAL MILES	3.9	
TOTAL RISE & FALL	450	
TOTAL CENTRAL ANGLE	340	
MAX. DEGREE OF CURVE	4	
NUMBER OF CURVES	7	
MAXIMUM GRADE	5%	Length 0.5 mile
NUMBER OF INTERSECTIONS	4	
NUMBER OF ACCESSES EXISTING	0	
NUMBER OF BRIDGES	3	
NUMBER OF BOX CULVERTS	0	

ITEM	QUANTITY	UNIT	PRICE	AMOUNT
CLEARING AND GRUBBING				250,000
GRADING				2,381,800
STRUCTURES				1,159,200
SURFACING				2,000,000
INTERSECTIONS				200,000
DRAINAGE				400,000
SUB TOTAL				6,391,000
* [illegible] Preliminary Engineering +40% Eng. & Cont.				2756000
TOTAL CONSTRUCTION				9,147,000
TOTAL RIGHT OF WAY				3,610,000
TOTAL PROJECT COST				12,757,000
COST PER MILE				3,271,000


Gladstone
Hereford
Radio Tower (KGON)
Ball Park
Gladstone Sta
W. GLOUCESTER ST
W. DARTMOUTH ST
ARLINGTON
BEGIN PROJECT
Park Place
Clackamas Heights
Park Place Sch
Water
West Linn
Sewage Disposal
Bolton
Gladstone
CLACKAMAS
Clackamas Rapids
Lonesome Bottom
Bolton Sch
Park
Mile 25
Sewage Disposal
RIVER
PORTLAND TRACTION
SOUTHERN PACIFIC
BM 34
Kelley Field
BM 46
Union High School
Sunset
WILLAMETTE
Hospital
Barclay Sch
High Sch
St Johns Sch
OREGON CITY
Eastham Sch
BM 322
DIVISION ST
Moores Island
Abernethy Island
Mile 27
PEARL
Canemah
Park
BM 464
Newell
Mountain View Cemetery
Gardiner Sch
King Sch
Mt Pleasant Sch
St Pauls Cemetery
WARNER PARROTT ROAD
BM 479
Grange Hall
BM 427
Maple Lane Sch
BM 441
PEASE ROAD
PARTLOW
CLACKAMAS COMMUNIT
COLLEGE
SCALE: 1"=

RECON. MAP

OREGON DEPARTMENT OF TRANSPORTATION


EGIN PROJECT
END OF PROJECT
SCALE: 1"=
CLACKAMAS COMMUNITY COLLEGE
Park Place
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Gladstone
Clackamas Heights
Park Place Sch
CLACKAMAS
Clackamas Rapids
Lonesome Bottom
RIVER
PORTLAND PACIFIC TRACTION
Sewage Disposal
Coltim Sch Park
West Linn
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Sunset
Kelley Field
BM 34
BM 46
WILLAMETTE
SOUTHERN
Hospital
Barclay Sch
High Sch
St Johns Sch
OREGON CITY
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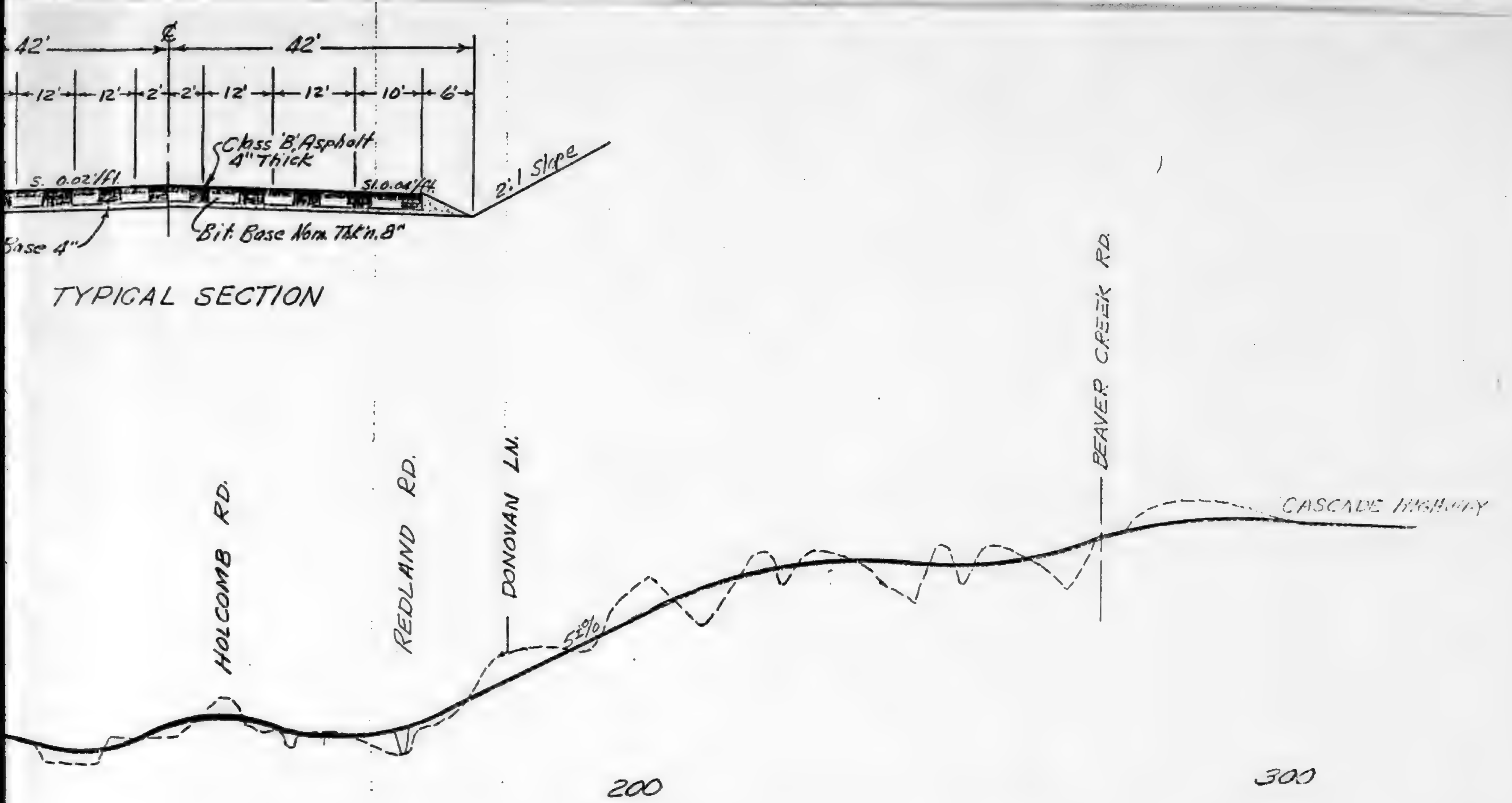
BM 322
DIVISION ST
Moores Island
Abernethy Island
Mile 27
Park
Hospital
Newell
BM 464
Mountain View Cemetery
King Sch
Gardiner Sch
Mt Pleasant Sch
St Pauls Cemetery
WARNER PARROTT ROAD
BM 479
BM 427
BM 441
BM 413
BM 400
BM 422
Grange Hall
Maple Lane Sch
PARTLOW
PEASE ROAD
MEYER
GAFFNEY LANE
BM 90

RECON. MAP
OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
OREGON CITY BY-PASS
CASCADE HIGHWAY
CLACKAMAS COUNTY
R.R.CAMERON, RES. ENGINEER NOV. 1976
PREFIX: 103-1367
RIDGE CORRIDOR, ALTERNATE


42'
42'
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10'
6'
Class 'B' Asphalt 4" Thick
S. 0.02'/Ft.
Sl. 0.04'/Ft.
2:1 Slope
Bit. Base Nom. Thk'n. 8"
Base 4"
TYPICAL SECTION
HOLCOMB RD.
REDLAND RD.
DONOVAN LN.
5.1%
BEAVER CREEK RD.
CASCADE HIGHWAY
200
300
oriz: 1" =2000'
ert : 1" =200'

RECONNAISSANCE PROFILE
OREGON CITY BYPASS
Ridge Corridor Alternate
PARK PLACE ~ CLACKAMAS COMMUNITY COLLEGE

CASCADE HIGHWAY CLACKAMAS COUNTY
R.R. CAMERON RESIDENT ENGR.

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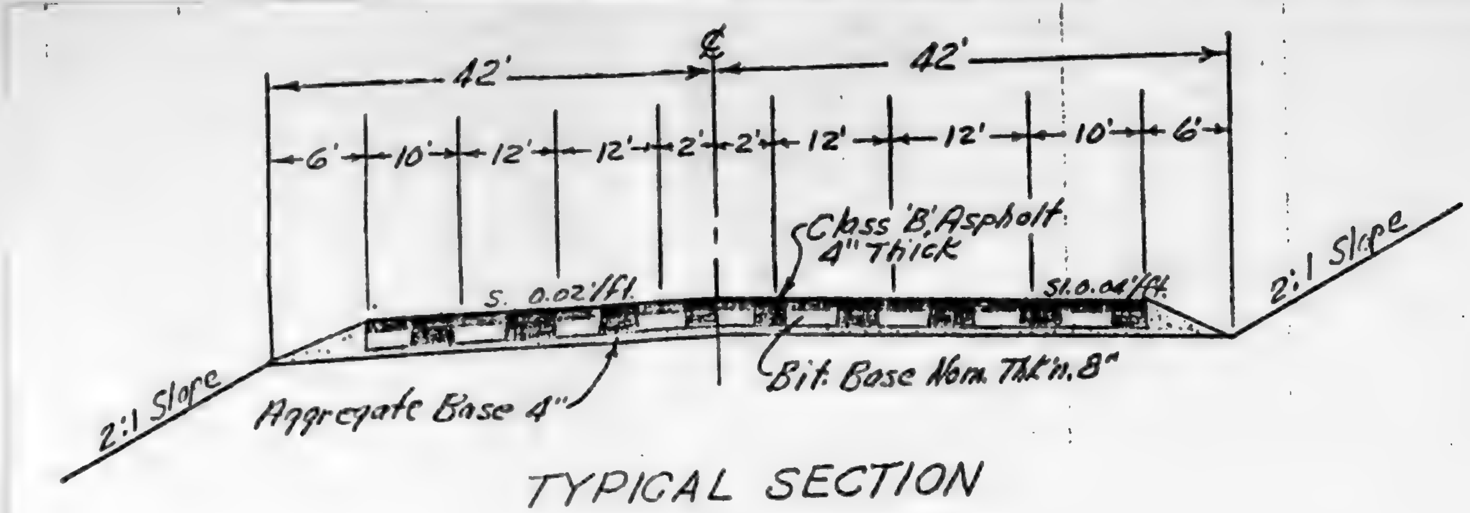
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42'
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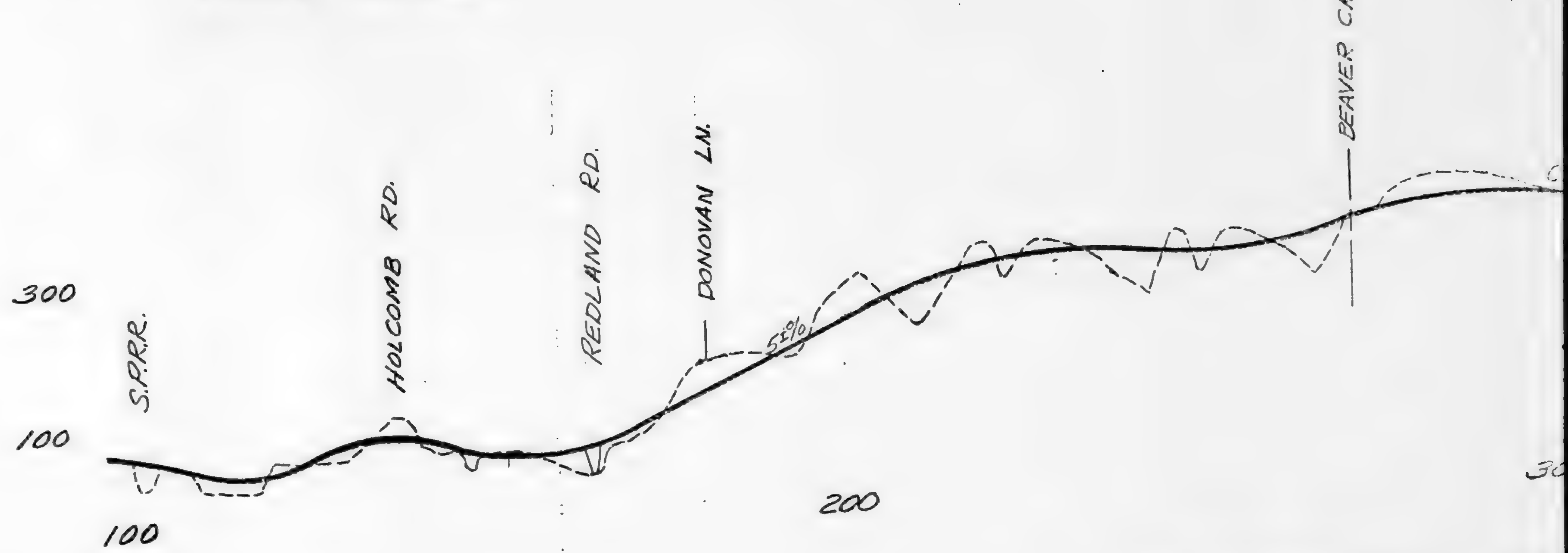
Class 'B' Asphalt 4" Thick
S. 0.02'/ft.
Sl. 0.04'/ft.
2:1 Slope
2:1 Slope
Aggregate Base 4"
Bit. Base Nom. Thk'n. 8"

TYPICAL SECTION



SCALE: Horiz: 1" = 2000'
Vert: 1" = 200'

RECONNAISSANCE PR
OREGON CITY BYPA
Ridge Corridor Al
PARK PLACE~CLACKAMAS COMMUNIT

CASCADE HIGHWAY CLACKAMA
R.R.CAMERON RESIDEN

FEB. [illegible]

OREGON CITY BYPASS
RIDGE CORRIDOR Alternate

Section Includes 4-12' Lanes, 4' Median, 2-10' Shoulders TOTAL-72'

ESTIMATE (Comparative Cost)

ITEM	QUANTITY	PRICE	COST
Mobilization			415,000
Temp. Prot. & Direction of Traffic			42,000
Clearing & Grubbing	125	2,000	250,000
General Excavation	1,400,000	1.25	1,750,000
Trench Excavation	4,000	6.00	24,000
Finishing Roadbed & Slopes	4	2,500.00	10,000
Rip Rap	4,800	10.00	48,000
Surfacing			2,000,00
Drainage			400,000
Type 2A Guard Rail	5,000	5.00	25,000
'A' End Piece	6	25	200
'C' End Piece	6	120	800
Extra for Bridge Conn.	3	250	800
Extra for A.C. Approachs	10	250	2,500
Drainage Curb	5,000	1.50	7,500
Delinators	100	15.00	1,500
Signs	5,000	6.00	30,000
Traffic Signals	3	50,000	150,000
Roadside Seeding and Mulching	70	350.00	24,500
Structures	27,600	42.00	1,159,200
Anticipated County Road Adjustment	25	2,000	50,000
SUBTOTAL			6,391,00
Eng. & Contingencies 40%			2,556,00
Preliminary Engineering			200,00
TOTAL CONSTRUCTION COST			9,147,00
Right-of-Way			3,610,00
TOTAL COST			12,757,00

Carson City Bypass

3-16-77

Adj. in Costs for Bridge Alternate Proposal.

Less structure width = 76 × 100 × $42.00 = ($320,000)

anticipated County Road Adjustment 5 Sta × $2000.00 = $10,000

Additional Right-of-Way Costs = 310,000

PHASE I (CORRIDOR) R/W LIAISON REPORT

CASCADE HIGHWAY

PARK PLACE INTERCHANGE-CLACKAMAS COMM. COLLEGE SECTION
OREGON CITY BYPASS-RIDGE ROUTE
(HOLCOMB ROAD TO DONOVAN ROAD ALTERNATE)
CLACKAMAS COUNTY

March 14, 1978

The additional R/W cost for the above variation of the original Ridge Route is: $270,000.

See attached map for area involved.

M G McEldowney
Marvin G. McEldowney
Senior Acquisition Agent

MGM:kf

3

RECONNAISSANCE ESTIMATE
EAST HOLLY LANE CORRIDOR
OREGON CITY BYPASS
MARCH, 1978

OREGON STATE HIGHWAY DIVISION

PRELIMINARY RECONNAISSANCE COST ESTIMATE

PARK PLACE - CLACKAMAS COMM. COLLEGE SECTION
Cascade Highway
Oregon City Bypass
East Holly Corridor

TOTAL MILES	4.09
TOTAL RISE & FALL	450
TOTAL CENTRAL ANGLE	260
MAX. DEGREE OF CURVE	4
NUMBER OF CURVES	7
MAXIMUM GRADE	4 1/4 % Length 1.2 Miles
NUMBER OF INTERSECTIONS	4
NUMBER OF ACCESSES EXISTING	0
NUMBER OF BRIDGES	5
NUMBER OF BOX CULVERTS	0

ITEM	QUANTITY	UNIT	PRICE	AMOUNT
CLEARING AND GRUBBING				250,000
GRADING				2,191,500
STRUCTURES				2,700,000
SURFACING				2,000,000
INTERSECTIONS				220,000
DRAINAGE				214,500

SUB TOTAL	7,576,000
$200,000 Preliminary Engineering + 40% Eng. & Cont.	3,230,000
TOTAL CONSTRUCTION	10,806,000
Utilities	123,000
TOTAL RIGHT OF WAY 26 Homes 5 Businesses	2,521,000
TOTAL PROJECT COST	13,450,000

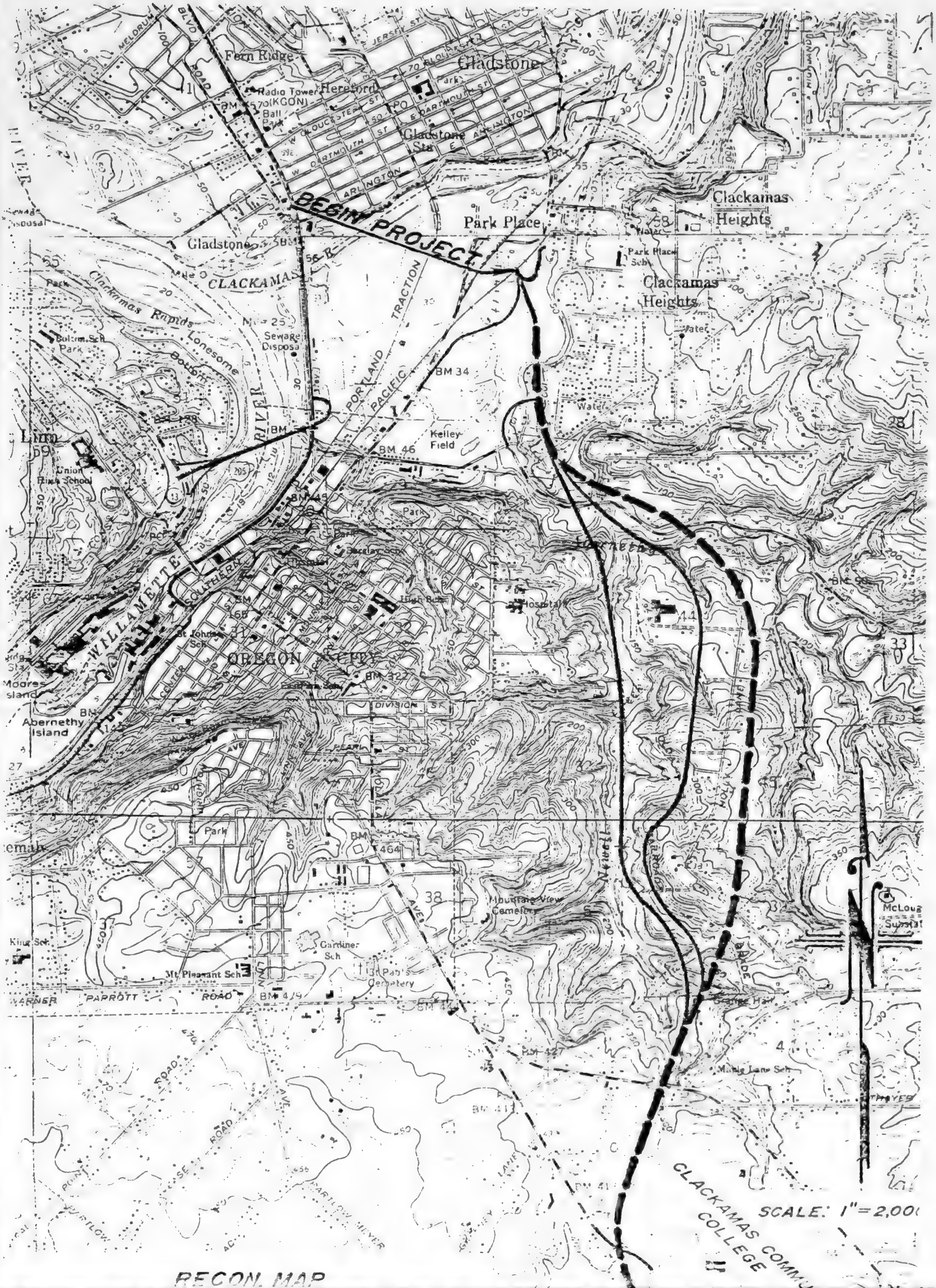
PARK PLACE - CLACKAMAS COMM. COLLEGE SECTION
Cascade Highway
Oregon City Bypass
East Holly Corridor

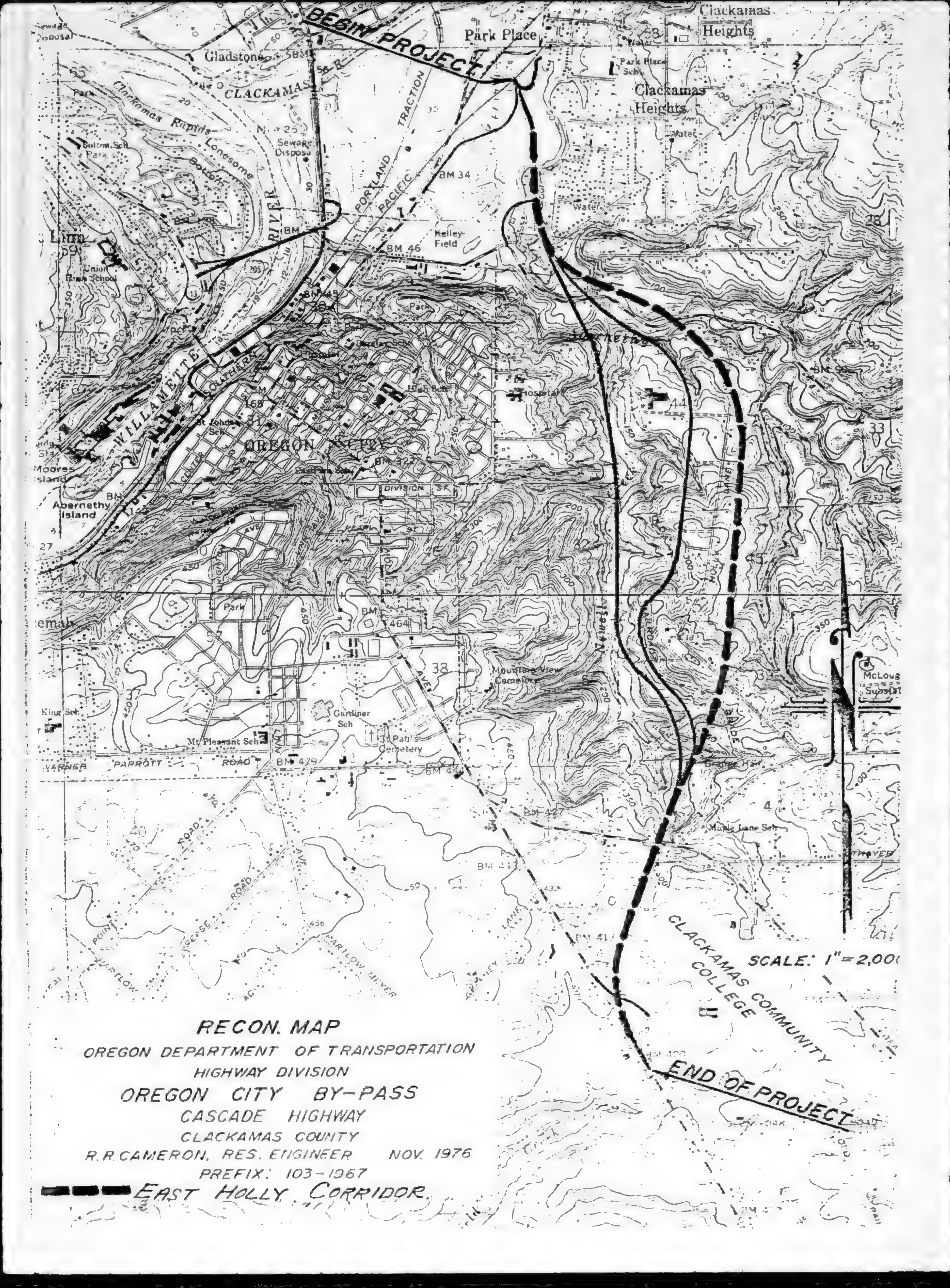
TOTAL MILES 4.09
TOTAL RISE & FALL 450
TOTAL CENTRAL ANGLE 260
MAX. DEGREE OF CURVE. 4
NUMBER OF CURVES. 7
MAXIMUM GRADE . . . . 4 1/4 % Length 1.2 miles
NUMBER OF INTERSECTIONS 4
NUMBER OF ACCESSES EXISTING 0
NUMBER OF BRIDGES 5
NUMBER OF BOX CULVERTS. 0

ITEM	QUANTITY	UNIT	PRICE	AMOUNT
CLEARING AND GRUBBING				250,000
GRADING				2,191,500
STRUCTURES				2,700,000
SURFACING				2,000,000
INTERSECTIONS				220,000
DRAINAGE				214,500

SUB TOTAL	7,576,000
$200,000 Preliminary Engineering + 40% Eng. & Cont.	3,230,000
TOTAL CONSTRUCTION	10,806,000
Utilities	123,000
TOTAL RIGHT OF WAY 26 Homes 5 Businesses	2,521,000
TOTAL PROJECT COST	13,450,000
COST PER MILE	3,289,000

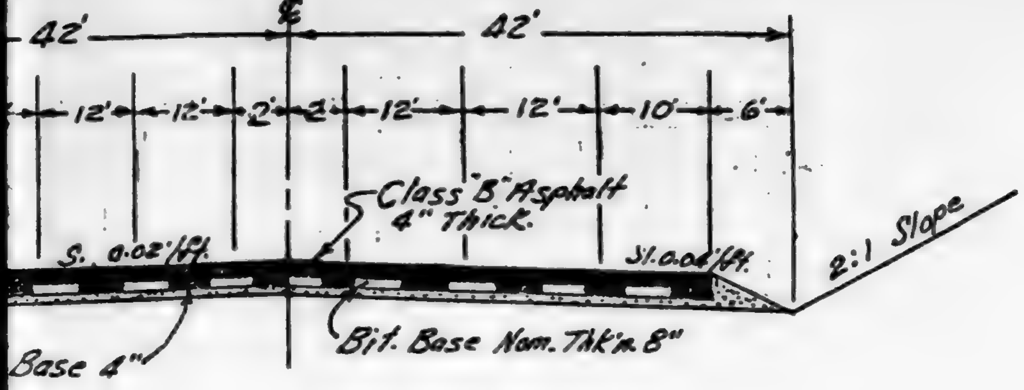
Nov. 76 [illegible]


BEGIN PROJECT
Fern Ridge
Hereford
Gladstone
Radio Tower (KGON)
Ball Park
Gladstone Sta
Park Place
Clackamas Heights
Park Place Sch
Gladstone
CLACKAMAS
Clackamas Rapids
Lonesome Bottom
Sewage Disposal
PORTLAND TRACTION
PACIFIC
BM 34
Kelley Field
BM 46
Linn
Union High School
WILLAMETTE
RIVER
SOUTHERN
Barclay Sch
High Sch
Hospital
St Johns Sch
OREGON CITY
Eastham Sch
BM 327
DIVISION ST
PEARL ST
Moores Island
Abernethy Island
Park
BM 464
Mountain View Cemetery
Gardiner Sch
Mt Pleasant Sch
St Pauls Cemetery
WARNER PARROTT ROAD
BM 429
BM 427
Maple Lane Sch
BM 411
McLoughlin Substation
HAYES
CLACKAMAS COMMU
COLLEGE
SCALE: 1"=2,00
RECON. MAP


BEGIN PROJECT
Park Place
Clackamas Heights
Gladstone
CLACKAMAS
Clackamas Rapids
Lonesome Bottom
PORTLAND PACIFIC TRACTION
Kelley Field
WILLAMETTE RIVER
SOUTHERN
OREGON CITY
Hospital
High Sch
St Johns Sch
DIVISION ST
Moores Island
Abernethy Island
Park
Mountain View Cemetery
Gardiner Sch
St Paul's Cemetery
Mt Pleasant Sch
King Sch
PARROTT ROAD
Grange Hall
Maple Lane Sch
McLoughlin Substation
HOLLY
SCALE: 1"=2,00
CLACKAMAS COMMUNITY COLLEGE
END OF PROJECT

RECON. MAP
OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
OREGON CITY BY-PASS
CASCADE HIGHWAY
CLACKAMAS COUNTY
R.R. CAMERON, RES. ENGINEER NOV. 1976
PREFIX: 103-1967

▬ ▬ ▬ EAST HOLLY CORRIDOR


42'
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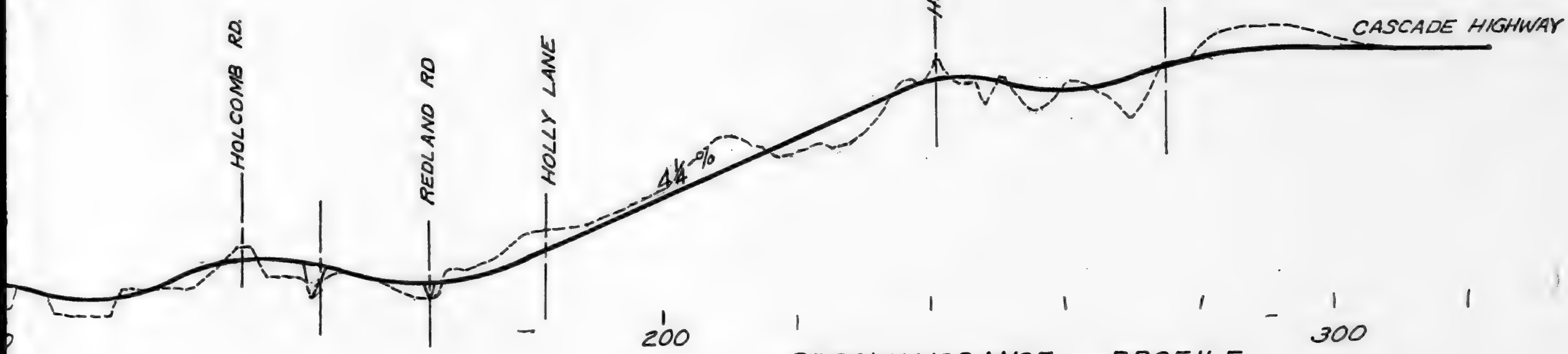
42'
12'
12'
2'
2'
12'
12'
10'
6'
Class "B" Asphalt
4" Thick.
S. 0.02'/ft.
Sl. 0.04'/ft.
2:1 Slope
Base 4"
Bit. Base Nom. Thk'n. 8"

TYPICAL SECTION

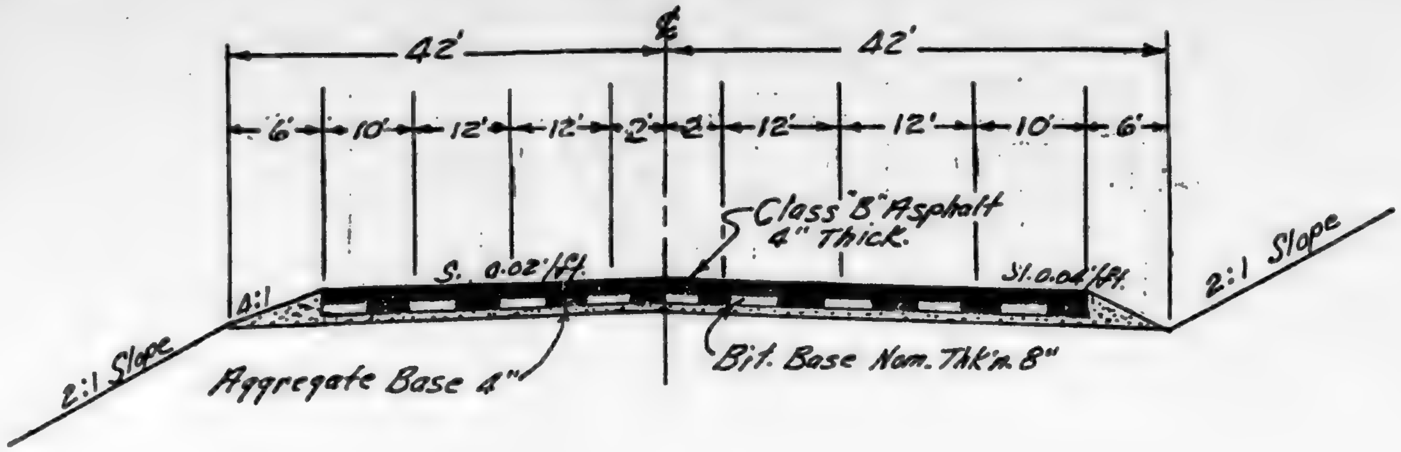


RECONNAISSANCE PROFILE
OREGON CITY BYPASS
East Holly Corridor
PARK PLACE~CLACKAMAS COMMUNITY COLLEGE

CASCADE HIGHWAY   CLACKAMAS COUNTY
R.R. CAMERON   RESIDENT ENGR.

FEB. 1978

iz: 1" = 2000'
t : 1" = 200'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42'
42'
6'
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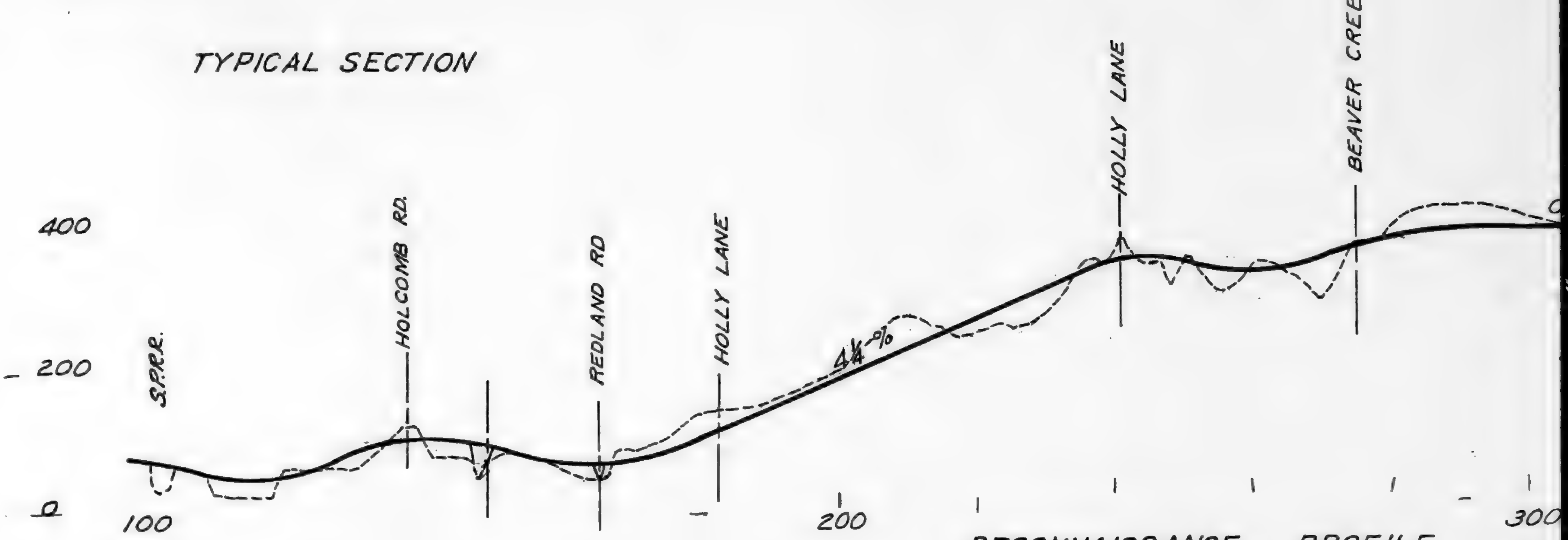
12'
10'
6'
Class "B" Asphalt 4" Thick.
S. 0.02'/ft.
Sl. 0.04'/ft.
4:1
2:1 Slope
2:1 Slope
Aggregate Base 4"
Bit. Base Nom. Thk'n. 8"

TYPICAL SECTION



RECONNAISSANCE PROFILE
OREGON CITY BYPASS
East Holly Corridor
PARK PLACE ~ CLACKAMAS COMMUNITY COLLEGE

SCALE: Horiz: 1" = 2000'
Vert: 1" = 200'

CASCADE HIGHWAY
R.R. CAMERON

CLACKAMAS COUNTY
RESIDENT ENGR.

FEB. 1978

PARK PLACE [illegible]

OREGON CITY BYPASS -

EAST HOLLY CORRIDOR

ESTIMATE (Comparative Cost)

ITEM	QUANTITY	PRICE	COST
Mobilization			489,800
Temp. Prot. & Direction of Traffic			70,000
Clearing and Grubbing -			
Light	24	\$1,000^{00}	24,000
Medium	40	2,000^{00}	80,000
Heavy	48	3,000^{00}	144,000
General Excavation	1,300,000	1^{25}	1,625,000
Trench Excavation	4,500	6^{00}	27,000
Finishing Roadbed & Slopes	4.1	2,500^{00}	10,300
1"-0" Aggre. in Base	51,600	4^{25}	219,300
Plant Mix. Bit. Base	84,100	7^{00}	588,700
Class 'B' Asph. Conc.	42,000	9^{00}	378,000
Asph. Conc. in Mix.	7,420	80^{00}	593,600
18" Storm Sewer	2,000	12^{00}	24,000
24" " "	1,100	18^{00}	19,800
36" " "	220	35^{00}	7,700
8" Drain Pipe	20,000	4^{50}	90,000
Special Filter Mat'l. in Drains	2,700	10^{00}	27,000
Type 2A Guard Rail	11,000	8^{00}	88,000
Type 1 Conc. Anchor	24	280^{00}	6,700
" 'A' End Piece	12	25^{00}	300
" 'C' End Piece	12	120^{00}	1,400
Extra for Bridge Conn.	3	250^{00}	800
Extra for A.C. Approachs	10	250^{00}	2500
Drainage Curb	7,000	1^{50}	10,500
Delinators	100	15^{00}	1500
Signs	5,000	6^{00}	30,000
Traffic Signals	3	50,000	150,000
Roadside Seeding and Mulching	71	350^{00}	24,900
Structures	65,100	42^{00}	2,734,200
Anticipated County Road Adjustment	44 sta.	2,000^{00}	88,000
Rip Rap	1900	10^{00}	19,000
SUBTOTAL			7,576,00
Eng. & Contingencies 40%			3,030,00
Preliminary Engineering			200,000
TOTAL CONSTRUCTION COST			10,806,00
Utilities (Incl. Tower Relocation)			123,00
Right-of-Way			2,521,00
TOTAL COST			13,450,00

Mobilization			489,800
Temp. Prot. & Direction of Traffic			70,000
Clearing and Grubbing –			
Light	24	$\$1{,}000^{00}$	24,000
Medium	40	$2{,}000^{00}$	80,000
Heavy	48	$3{,}000^{00}$	144,000
General Excavation	1,300,000	1^{25}	1,625,000
Trench Excavation	4,500	6^{00}	27,000
Finishing Roadbed & Slopes	4.1	$2{,}500^{00}$	10,300
1"-0" Aggre. in Base	51,600	4^{25}	219,300
Plant Mix. Bit. Base	84,100	7^{00}	588,700
Class 'B' Asph. Conc.	42,000	9^{00}	378,000
Asph. Conc. in Mix.	7,420	80^{00}	593,600
18" Storm Sewer	2,000	12^{00}	24,000
24" " "	1,100	18^{00}	19,800
36" " "	220	35^{00}	7,700
8" Drain Pipe	20,000	4^{50}	90,000
Special Filter Mat'l. in Drains	2,700	10^{00}	27,000
Type 2A Guard Rail	11,000	8^{00}	88,000
Type 1, Conc. Anchor	24	280^{00}	6,700
" 'A' End Piece	12	25^{00}	300
" 'C' End Piece	12	120^{00}	1,400
Extra for Bridge Conn.	3	250^{00}	800
Extra for A.C. Approachs	10	250^{00}	2500
Drainage Curb	7,000	1^{50}	10,500
Delinators	100	15^{00}	1500
Signs	5,000	6^{00}	30,000
Traffic Signals	3	50,000	150,000
Roadside Seeding and Mulching	71	350^{00}	24,900
Structures	65,100	42^{00}	2,734,200
Anticipated County Road Adjustment	44 sta.	$2{,}000^{00}$	88,000
Rip Rap	1900	10^{00}	19,000
SUBTOTAL			7,576,00
Eng. & Contingencies 40%			3,030,00
Preliminary Engineering			200,000
TOTAL CONSTRUCTION COST			10,806,00
Utilities (Incl. Tower Relocation)			123,00
Right-of-Way			2,521,00
TOTAL COST			13,450,00

PHASE I (CORRIDOR) R/W LIAISON REPORT

CASCADE HIGHWAY

PARK PLACE INTERCHANGE-CLACKAMAS COMM. COLLEGE SECTION
OREGON CITY BYPASS - EAST ALTERNATE
CLACKAMAS COUNTY

Prefix: 103-1967-913

March 14, 1978

This Right of Way Cost Estimte was prepared by Region I R/W office and covers the 120 acre East Alternate located partly east of Holly Lane. See attached map.

The total estimated cost is $2,521,000.

Land (120 acres)	$1,129,000
Improvements	844,000
Damages	169,000
Relocation	169,000
Park Place R/W	110,000
College R/W	100,000
TOTAL	$2,521,000

The above Corridor involves 26 living units and 5 businesses.

M. G. McEldowney
Marvin G. McEldowney
Senior Acquisition Agent

MGM:kf

STATE OF OREGON **INTEROFFICE MEMO**

TO: MEMO TO THE FILE

DATE: March 20, 1978

FROM: LEON BROCK Leon L. Brock
Project Coordinator

SUBJECT: Citizens Advisory Committee Meeting
Oregon City Bypass
March 13, 1978

RECEIVED
TECHNICAL SERVICES
MAR 21 '78
REFER TO
FOR
Info Inves R/D D/R Sign Act File

NOTED
E. S. HUNTER

The meeting was chaired by Mr. Herring; minutes of February 27 meeting were approved.

The detailed traffic analysis made in January, 1978, was presented and discussed in some detail. Major points made were: additional counts were made in the area to supplement existing data; turning movements and flow patterns were analyzed and 1990 ITP forecast growth was used in calculating future trips, resultant numbers show only about 40% of Molalla Avenue traffic will be diverted to the bypass, earlier estimates ran about 66%; total traffic numbers through the area have not changed noticeably. We are currently proceeding with a full four-lane design for the bypass with provisions for stage construction. The section from Redland Road to Beaver Creek will be initially three lanes and from Beaver Creek to Molalla Avenue will be two lanes. The expansion to four lanes will follow when traffic warrants it. The traffic volumes for 1997 do not justify construction of a grade separation at Beaver Creek Road and the full interchange at Redland Road is not justified.

The preliminary sketch plans for Molalla Avenue intersections and Beaver Creek Road intersection were presented and discussed. These plans have been adjusted to reflect the committee concerns expressed earlier. Committee expressed some concerns to the sketch. The property owners affected by the realignment of Thayer and Molalla Road should be involved in project and allowed to express their concerns. Mr. Thomas of Holly Lane stated that the Holly Lane residents have expressed concern that the berry field near intersection of Maple Lane and Beaver Creek will experience commercial development when the bypass is built.

The area south of Beaver Creek is already zoned commercial. Mr. Kurth indicated that the County can discourage development, however, the property owner can apply for zone changes and there are no guarantees. Mr. McClure indicated that the state can buy the access for 100 to 200 feet each way to limit development, but not much more.

The five sketches of the Redland Road access were presented and discussed.

Sketch "A" was presented as the preferred alternate with "C" and "D" as possible future expansions of "A" to obtain a higher level of service. Sketch "B" is a full folded diamond interchange. The level of service is out of line with the capacity of the rest of the bypass, Redland Road would require quite a bit of development to handle increased traffic; the cost is out of line with the benefits realized and Abernethy Creek and adjacent wetlands will suffer adverse impact. Sketch "E" was presented as the least desirable of the alternates. The plan lacks flexibility (no feasible way to raise the level of service). It involves adverse impacts to Abernethy Creek wetlands and flood plains. Anchor Way would have to be closed, cutting off an important emergency route for hospital, fire and police vehicles. The steel fabrication shop at intersection of Redland Road and Holcomb Road will probably have to be bought. The plan will require an additional signal on bypass to handle the additional local traffic using this stretch of the bypass. At least one channel change would be required in Abernethy Creek. The intersection of the bypass, Holcomb Road and Abernethy Road has a level of service "D" to "E" which is below that desired for the bypass. The CRAG resolution limiting the number of accesses to four would be violated. This route takes the same number of dwellings or businesses as Route "A".

Motion by Mrs. Sullivan, seconded by Mr. Thomas "that the committee approve plan "A" for primary consideration".

The meeting held on March 2, 1978, with the Department of Fish and Wildlife was discussed in some detail. Memo on that meeting is attached for information of Citizens Advisory Committee members.

LB/ldo
Attachment
cc: E. S. Hunter
E. L. Hardt
G. A. Potter
M. J. Klotz
O. D. McClure

STATE OF OREGON

INTEROFFICE MEMO

TO: MEMO TO THE FILE

DATE: March 2, 1978

FROM: LEON G. BROCK Leon G. Brock
Project Coordinator

SUBJECT: Oregon City Bypass
Meeting with Department of Fish & Wildlife
March 2, 1978

Mr. Ewen, Mr. Loeber, Mr. Kaiser, Mr. Cameron and I met with Mr. Lauman and Mr. Massey of the Department of Fish and Wildlife. The discussion centered around the fisheries in Newell Creek and what impacts construction of Corridor B might have.

A question was raised from the CAC as to the effect of contamination from normal roadway runoff. Mr. Massey felt that would not present a significant impact. However, siltation, oil, and contamination from construction could cause serious harm if not properly controlled.

Mr. Massey indicated that leaving an undisturbed strip of vegetation between the toe of the fill and stream bank is desirable. Concurrent erosion control during construction and limiting stream disturbance to the period from June to September would appear desirable. Mr. Ewen indicated that there will of necessity be some involvement with the Creek. Mr. Cameron and Mr. Massey plan to work closely in the next few months to develop a solution acceptable to both the Highway Department and the Department of Fish & Wildlife. Specific measures and erosion control precautions will be worked out as the completed location plans become available.

Mr. Lauman indicated that an annual return of 100 anadromous fish is equivalent to a dollar benefit of $30,000/year from sport and commercial fishing.

Placing of stream in a culvert would also tend to block usage of the stream as natural passageway by wildlife. Mr. Ewen expressed concern that the project develop in such a manner that the Department of Fish & Wildlife could lend its support at the public hearing in January, 1979.

Mr. Massey has made an inventory of Newell Creek. The stream supports runs of Steelhead, Coho and Cutthroat trout. He observed two spawning Steelhead and four adults, plus numerous juvenile Steelhead, Cutthroat and Coho.

The 1,600 feet of 72-inch culvert on Corridor B was discussed. Mr. Lauman felt that direction for preliminary planning should be to stay out of the creek. The crossing culvert just above the 1,600-foot run appears to be undesirable; an open-bottom arch structure would be preferred to minimize disturbance of creek.

LGB/js/ldo
cc: D. R. Adams
J. D. McClure
R. T. Ewen
G. W. Kaiser
R. R. Cameron

STATE OF OREGON **INTEROFFICE MEMO**

TO: MEMO TO THE FILE

DATE: March 16, 1978

RECEIVED
TECHNICAL SERVICES
MAR 20 '78
REFER TO
FOR

Info	Inve.	R/D	D/R	Sign	Act	File

FROM: LEON G. BROCK Leon G. Brock
Project Coordinator

SUBJECT: Technical Advisory Committee
Oregon City Bypass
March 13, 1978

NOTED
E. S. HUNTER

Minutes of the February 3rd meeting were approved without change.

Discussed the results of the detailed January, 1978, traffic analysis. The numbers warrant five lanes from I-205 to Holcomb, two lanes from Holcomb to Molalla Highway. The long grade in Newell Creek Canyon would dictate a third lane (climbing lane), between Redland Road and Beaver Creek Road. The 20 year traffic projections approach the warrants for four lanes in the canyon. Consensus of committee is to design a four lane facility with stage construction of three lanes in the canyon and two lanes between Beaver Creek Road and Molalla Avenue. At ten years a reexamination of traffic should give guidance as to when four lanes will be required.

The sketch plan of Beaver Creek Road intersection and Molalla Avenue intersection was examined and discussed. Possible methods of gaining access for Horsemanship West and adjacent property owners was discussed; probably the 16-foot median turning lane extended south would be adequate. Will present to CAC and solicit any new concerns they may have.

The five configurations of the Redland Road connection requested by CAC on January 23, 1978, were examined and discussed. Option "A" should be presented as the preferred option. As it handles traffic at the desired level of service with the least adverse impact. This configuration would leave open plans "C" and "D" as possible future improvements to raise the level of service when needed. Option B is not desirable due to involvement with wetlands, Abernethy Creek, required development of Redland Road and additional cost. This configurating would produce an unnecessarily high level of service unwarranted due to the current constraints at Park Place Interchange. Configuration "D" was considered a very poor option due to the negative impacts.

There is no viable method of future expansion to increase capacity. It is extensively involved with wetland. Flood plain. And Abernethy Creek. The closure of Anchor Way is required. This closure would cut emergency access for Oregon City Hospital and emergency fire and police vehicles. This plan would probably require damaging out the crane shop, taking about seven dwellings or businesses and violating the access requirements set forth by CRAG. One additional signal would be required and the level of serve of the Holcomb Road intersection is "D" - "E".

LGB:clk

CC: Hunter Klotz
Hardt McClure
Potter Members - TAC

81-125-1387

9-42

March 2, 1973

Clackamas County
Pomona Grange No. 1
3695 S. E. Highway 211
Sandy, Oregon 97055

Dear Grange Members:

Thank you for your recent Resolution on the Oregon City Bypass. It will be made a part of the record on this project.

Sincerely,

F. B. Klaboe, Assistant
Director for Operations

FBK:srb

bc: Glenn Jackson
Bob Burco
Bob Bothman (w/att.)

RESOLUTION ON
OREGON CITY BY-PASS

Where as: This new road is to be built at Oregon city and;

Where as: This road is known as the Oregon City By-Pass and;

Where as: This road will be used as a by-pass and will relieve the congestion in Oregon City and;

Therefore. Be it Resolved, that we, the members of Clackamas County Pomona Grange No. 1 urge the completion of this road as soon as possible and that copies of this resolution be sent to the Clackamas County Commissioners and their appointed By-Pass Committee and the Oregon State Highway Commission.

The above resolution was adopted by the Clackamas County Pomona Grange No. 1, January 28, 1978.

Herbert E Steiner
Master

Karen R Ludi
Secretary

AFTER 5 DAYS RETURN TO
Karen R Lude
36595 SE Hwy 211
Sandy, Or - 97055
ZIP CODE

RECEIVED
DOT OPERATIONS

FEB 23 '78

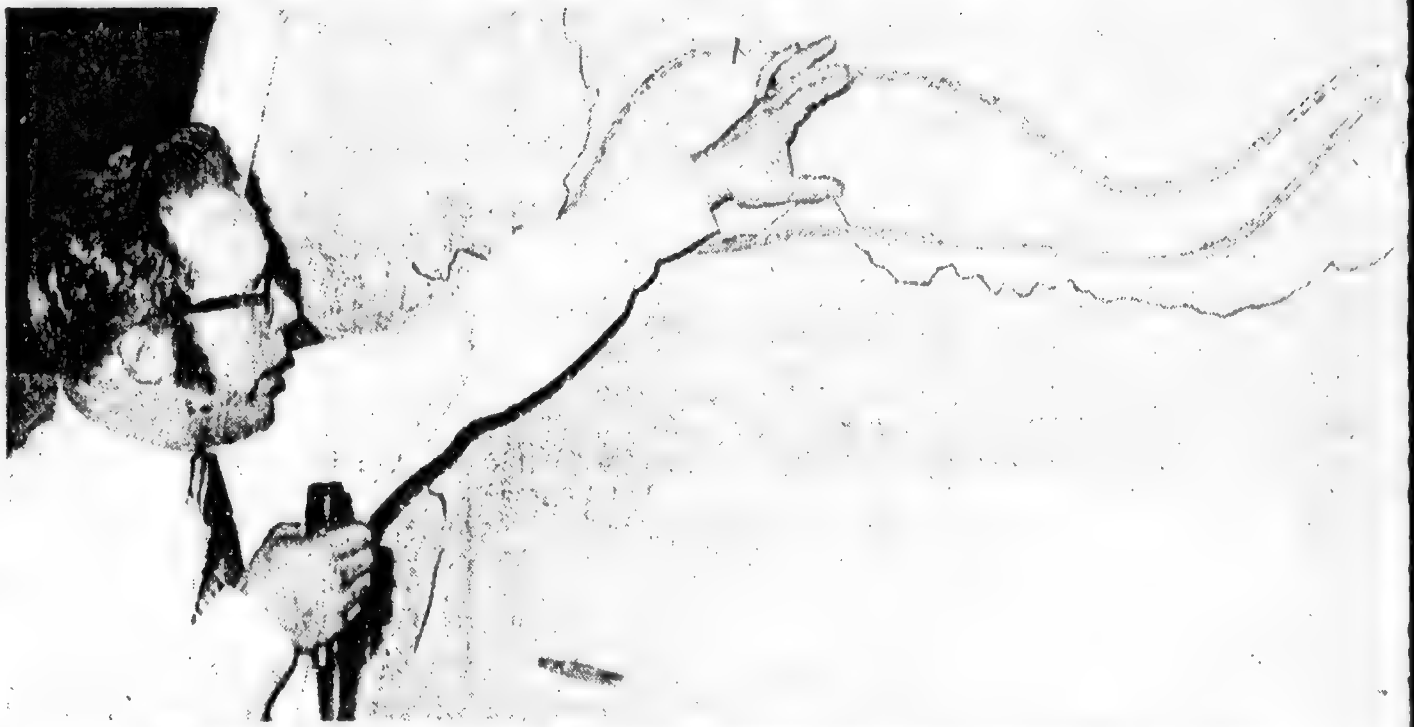
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

Oregon City Bypass will

By PAUL C. MERZ
EC Managing Editor



Bypass Coordinator Leon Brock discusses two route proposals on map
One plan will cause 'people problems,' the other, environmental difficulty

The Oregon City Bypass is five years down the road, and will cost millions of dollars more than originally was expected.

This was the message in a mountain of data presented Tuesday to members of the Oregon Tri-City Chamber of Commerce by officials of the Oregon Department of Transportation (ODOT).

At least two alternate routes for the traffic relief route, originally budgeted at $9.6 million, will be presented for consideration at a public meeting in April, according to Leon Brock, ODOT coordinator for the project.

The first option, described as "Corridor A" or the "ridge route," is the longer of the two. If approved, it would cut through several parcels of private farmland, according to Brock.

It also would cost about $14 million.

The second option, described as 'Corridor B" or the "canyon route," is closer to the original route proposed for the bypass through Newell Creek Canyon. If approved, it would cause possible environmental problems in Newell Creek, according to Brock.

It would cost about $12 million.

"We've got problems with both routes," Brock told chamber members, noting that the first proposal would cause "people problems" and the second would cause "environmental problems."

There is, according to ODOT officials, a third option — that of not building a bypass at all.

But it would result in a virtual standstill of bumper-to-bumper traffic on the existing Highway 213 route through Oregon City within 20 years, according to Jim McClure, ODOT development engineer for the project.

Existing traffic on Seventh Street, McClure explained, is about 22,000 vehicles on an average weekday.

By 1997 — if local residents exercise the "no-build" option — traffic on the existing route is estimated at 39,000 per day, according to McClure, who told chamber members that downtown streets "just won't carry that many vehicles."

Corridor A, the more expensive of the two routes, would run roughly parallel to Holly Road and Redland Road.

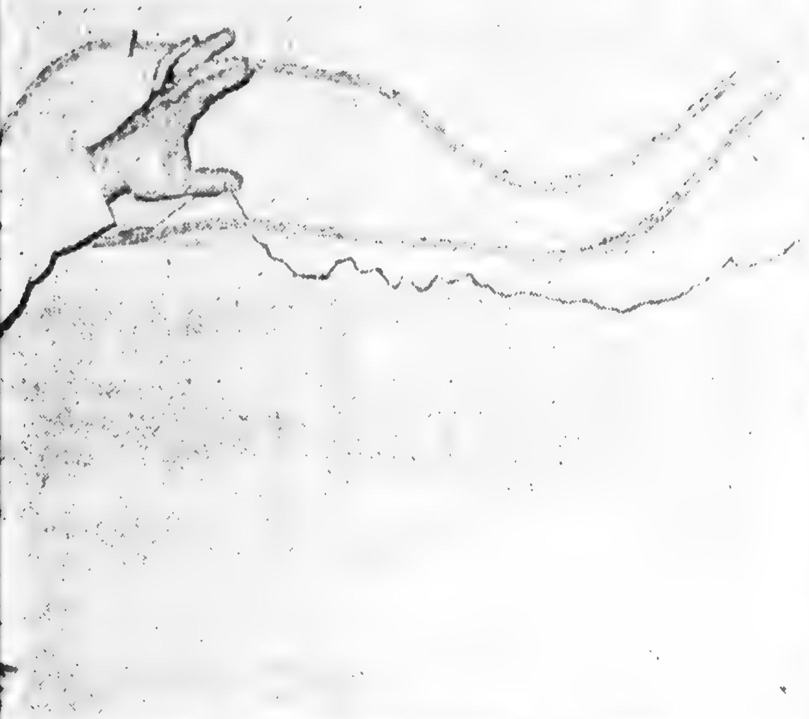
Both routes would carry "through traffic" around Oregon City, with the northern terminus at the Park Place interchange on Interstate 205, and the southern terminus near Clackamas Community College on Molalla Avenue.

Both would be "limited access" routes, with no roadside development permitted, and with only two intermediate interchanges — at Redland Road and at Beavercreek Road.

Corridor A, the more expensive of the two routes, would run northward

The Enterprise
Cour
Serving the people of growing Cla
Wednesday, February 15, 1978

Bypass will cost more



ock discusses two route proposals on map
problems,' the other, environmental difficulty

erchange on Interstate 205, southern terminus near as Community College on Avenue.

ould be "limited access" vith no roadside development permitted, and with only two intermediate interchanges — at Redland Road and at Beavercreek Road.

Corridor A, the more expensive of the two routes, would run northward roughly parallel to Holly Road along the ridge of the canyon, sweeping east of Ogden Junior High School and veering west to join the main bypass route at Redland Road.

If adopted, said McClure, the route would "disrupt farmland and divide properties," causing possible hardship for area land owners.

Corridor B, the original route proposed for the bypass, would run directly along the bed of Newell Creek and west of Ogden Junior High School, in more of a straight line as the shorter of the two routes.

If that route were adopted, however, McClure noted that "fish might not be able to survive in the creek," a factor which the state official predicted would draw an outcry from environmentalists.

Both proposals will be presented for public inspection and discussion at an unofficial public meeting tentatively scheduled here in April, according to the two state officials.

A "draft environmental impact statement" (DEIS), required by federal law, will be prepared for public review in a formal public hearing scheduled in January, 1979.

When results of the public hearing are compiled, a "final environmental impact statement" (FEIS) will be prepared for review and approval by federal officials in November, 1979.

Right-of-way acquisition for the project is expected to take about 18 months, according to McClure, who said his office has "200 or 300 files" on separate parcels in the canyon through which right-of-way must be acquired for the project.

McClure said state officials hope to begin bypass construction in the fall of 1981. Construction time is estimated at about two years, or two "construction seasons," and the bypass is expected to be open to traffic by 1983.

Asked how the process could be shortened, McClure told the businessmen's group it is impossible to do so because of the EIS requirements and "all the federal hoops we have to go through."

The financing issue, he said, remains a question mark.

Of the $9.6 million set aside for the project, 86 per cent will come from federal funds from the now-defunct Mt. Hood Freeway project, and the remaining 14 per cent from a $25 million state highway bond measure approved by voters several years ago.

The $9.6 million being held for the project will appreciate as a result of inflation, said McClure. He noted, however, that although the dollars will escalate in value, they "won't escalate at the same rate as construction costs" during the same period.

"We're going to go ahead and design a four-lane highway," he said, "but we might 'downscope it' if we have to."

One way or the other, said the state engineer, "we're going to build something . . ."

he Enterprise
Courier
Serving the people of growing Clackamas County
ay, February 15, 1978 Price 15¢

STATE OF OREG

INTERC CE MEMO

TO: MEMO TO THE FILE

DATE: January 10, 1978

FROM: LEON BROCK Leon G. Brock
Project Coordinator

SUBJECT: Oregon City Bypass
Technical Advisory Committee Meeting
January 5, 1978

RECEIVED
DOT OPERATIONS
JAN 11 '78
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	ct	File

The meeting was held at the Clackamas County Sewer Treatment Plant in Milwaukie at 9:30 a.m., January 5.

Reviewed the minutes for December 8 and 14 meetings. They were approved with the following changes to December 14 minutes: Third paragraph to "The total traffic to the disposal site will ... "; fourth paragraph to "Corridor B appeared to be ... ".

Mr. Donald Fisher was present from Clackamas Community College.

Mr. Cameron presented the planning sketches of Molalla Interchange and Beaver Creek Interchange.

On sketch No. 3 for Molalla Road Interchange, the following negative impacts were considered unacceptable by the committee. The loss of the parking lot and one building in front of the North Clackamas Christian School, the disruption of the existing access to Horsemanship West and the probable noise problem due to the proximity of the roadway to both the school building and Horsemanship West's building

Mr. Bryant noted that both the school and the riding facility would require 4-f statements. As a 4-f statement must first establish that there are no other acceptable alternatives, and that is not the case here, this alternative stands little chance of being approved.

The consensus of the committee is that this alternative should be dropped at this time.

In considering alternatives 1 and 2 for Molalla Interchange, the following general comments were made. A study done by the College indicates that a majority of the traffic to the College, 65%-70%, is generated in the Milwaukie area. This traffic will likely come down the bypass and use the southbound left-turn refuge on the bypass for access to College.

The crossing of College property will also likely require a 4-f statement. Points in favor of this statement are (1) the College is in favor of these two alternatives, (2) the light and turn refuges will improve access to the College, (3) in the past, Tri-Met bus drop and pickup was on College property, requiring North Clackamas Christian School students to cross 213 at rush hour. In both alternatives 1 and 2, the old alignment of Highway 213 will cul-de-sac at the school and students can be dropped at the connection of new and old alignments on west side of the bypass and 213 without having to cross any streets.

Committee recommendations concerning both 1 and 2 were that the bypass consist of 4 lanes with left-turn refuges at the intersection; 213 should have 2 lanes into intersection with an auxiliary right-hand feeder lane onto the bypass southbound. The intersection should be signalized.

On Alternative No. 2, Mr. Fisher indicated that the College would favor this alignment of the bypass in preference to No. 1 as it passes a little further away from the educational buildings located in the northwest quadrant of their property. This would produce less noise problems. Also, this alignment would take less of the College property, leaving more land for future development of the College.

Several possible alignments of the roadway connecting the interchange to the College were discussed. Holding the alignment to the right-of-way line might save the College some land. Consensus was that as this aspect of the project concerned primarily only the College, we would let the College study the plans and come back with their preference. Also noted was that a construction easement would be used to build the access road rather than purchase of additional right-of-way.

The only significant differences between No. 1 and No. 2 were that No. 1 is closer to the College than No. 2 and No. 2 takes several private buildings that No. 1 does not take. All three alternatives will be presented to the CAC with this committee's recommendations.

Mr. Cameron presented two alternatives for Beaver Creek intersection. Both use the same alignment for the bypass and the same basic treatment of the Maple Lane connection to Beaver Creek Road. Number 1 is an at grade intersection and No. 2 shows a full interchange favoring the heavy traffic from the east on Beaver Creek Road.

Concerning No. 1, Beaver Creek at the intersection is a 2 lane road with left-turn refuges and the bypass is 4 lane with left-turn refuges. It is unclear at present whether the intersection will require a signal initially; this will be determined from traffic analysis. At the Maple Lane connection to Beaver Creek, Maple Lane will be 2 lane; Beaver Creek will be 2 lane with left-turn refuge. The possibility of moving the Maple Lane connection to the west was discussed. It seems feasible, but no consensus was reached.

Beaver Creek alternative No. 2 is a full interchange. It is unclear whether the full interchange is justified at present. Also in question is whether we can address a full interchange in the draft, build an at grade crossing and purchase right-of-way now for a future full interchange. Committee consensus was that we consult traffic analysis to determine if a signalized at grade crossing might produce a high accident intersection. Committee requested we ask the CAC to indicate whether we have strong support for a full intersection initially or if an at grade initially with a full intersection in the future is acceptable.

Mr. Powell indicated he would like to see a full half interchange to the north, eliminating access south on or off the bypass from Beaver Creek. ODOT will develop traffic numbers and planning sketches for this alternative for a future TAC meeting.

Mr. Cameron will develop Redland Road Interchange sketch plan and I-205 sketch plan, in addition to half interchange at Beaver Creek for next TAC. Traffic figures will be available for next TAC. Next TAC date will be open until after January 9 CAC.

LB/ldo

cc: F. B. Klaboe
E. S. Hunter
R. N. Bothman
E. L. Hardt
D. R. Adams
L. S. Oseran
G. A. Potter
M. J. Klotz
J. D. McClure

STATE OF OREGON INTEROFFICE MEMO

TO: MEMO TO FILE

DATE: January 9, 1978

Leon G. Brock

FROM: LEON BROCK
Project Coordinator

SUBJECT: Oregon City Bypass
4-F Statements

In following up the meeting of January 5, 1978, I discussed the requirements of a 4-F statement with our Metro staff environmentalists Mr. Kaiser and Mr. Markham, their judgement is:

"A 4-F statement is only required on publically owned facilties. Public school recreation and spectator areas required a 4-F statement only if they are a public facility open to the general public (not just student use as determined by the school formal policy)."

I will obtain the written statements of policy from Clackamas Community College regarding their soccer field and Ogden Junior High School regarding their baseball field. Mr. Markham can then obtain a determination of what will be required if the project involves either facility.

ls

cc: F. B. Klaboe
E. S. Hunter
R. N. Bothman
E. L. Hardt
D. R. Adams
L. S. Oseran
G. A. Potter
M. J. Klotz
J. D. McClure
C. P. Markham

RECEIVED
DOT OPERATIONS
JAN 10 '78
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

81-125-1387

ROBERT W STRAUB
GOVERNOR

Department of Transportation
METROPOLITAN SECTION
5821 N.E. GLISAN, PORTLAND, OREGON 97213

January 3, 1978 Telephone 238-7443

MR. DEAN NICHOLS, Mayor
City of Oregon City
P. O. Box 631
Oregon City, OR 97045

NOTED
E. S. HUNTER

Subject: Oregon City Bypass

The Oregon City Bypass project is now well into the initial planning stages with an active Citizens Advisory Committee supported by a Technical Advisory Committee and the ODOT staff.

One of our objectives at this stage is to keep the community well informed as to the progress being made and to develop a project which will satisfy the needs and desires of the community as a whole with as little disruption as possible.

I am enclosing a progress report which was sent to the senators and representatives from this area. In the future, you will be receiving the minutes of the Citizens Advisory Committee and periodic progress reports. If you have questions, suggestions or desire further information, please don't hesitate to contact me.

Leon G. Brock
LEON BROCK
Project Coordinator

LB/ldo
Enclosure
cc: F. B. Klaboe
E. S. Hunter
R. N. Bothman
E. L. Hardt
D. R. Adams
L. S. Oseran
G. A. Potter
M. J. Klotz
J. D. McClure
Bob Powell

RECEIVED
TECHNICAL SERVICES
JAN 4 '78
REFER TO
FOR

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1983 Park Place-Newell Cr. Sec. 9592
on the Cascade Hwy. South.
(Structures) #1

C+A 7601 - 4-16-82

ROBERT W STRAUB
GOVERNOR

Department of Transportation
METROPOLITAN SECTION
5821 N.E. GLISAN, PORTLAND, OREGON 97213

December 28, 1977 Telephone 238-7443

SENATOR MARK O. HATFIELD
SENATOR BOB PACKWOOD
REPRESENTATIVE LES AU COIN
REPRESENTATIVE ROBERT B. DUNCAN

Subject: Oregon City Bypass

The Oregon City Bypass project is well into the initial phase of work. Citizens and technical advisory committees have been established. Preliminary objectives have been established and the citizens advisory committee is involved in identifying corridors and developing design alternatives for the bypass. It is anticipated that this phase of the project will be completed about February of 1978.

Based on the alternatives selected for the bypass, the draft environmental impact statement will be prepared to assess the environmental effects of the project study area. The environmental studies should require seven months. Two months are required to complete the preview and public hearing on the environmental impact statement.

Following the hearing, public comments and suggestions will be addressed, as well as the decision of Oregon City and Clackamas County, and incorporated into a final environmental impact statement. This phase should be completed about May, 1979.

NOTED
F. B. KLABOE

Right-of-way acquisition and bid letting should require about 18 months with construction possibly starting in mid-1981.

The next citizens advisory committee meeting will be held on January 9 at the Clackamas County Public Works Department on Abernethy Road at 7:30 p.m. The agenda will include discussion of alternative intersection plans for the connection to Molalla Road and Beaver Creek Road.

I am enclosing a sketch of the proposed routes, a fact sheet for the proposed project and a preliminary project schedule. In addition, you will be receiving progress reports periodically. If you have questions or desire further information, please don't hesitate to contact me.

Leon G. Brock
LEON G. BROCK
Project Coordinator

Enclosures

cc: F. B. Klaboe
E. S. Hunter
R. N. Bothman
E. L. Hardt
D. R. Adams
L. S. Oseran
G. A. Potter
M. J. Klotz
J. D. McClure

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FOR
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103-1964
120

ROBERT W. STRAUB
GOVERNOR

Department of Transportation
METROPOLITAN SECTION
5821 N.E. GLISAN, PORTLAND, OREGON 97213

December 20, 1977 Telephone 238-7443

SENATOR RICHARD GROENER
REPRESENTATIVE ROGER E. MARTIN
REPRESENTATIVE GLEN WHALLON
REPRESENTATIVE ED LINDQUIST
REPRESENTATIVE T. C. ACHILLES, JR.

Subject: Oregon City Bypass

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RECEIVED
DOT OPERATIONS
DEC 30 '77
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

cc Klaboe
w/attachments

NO
B. KLAB

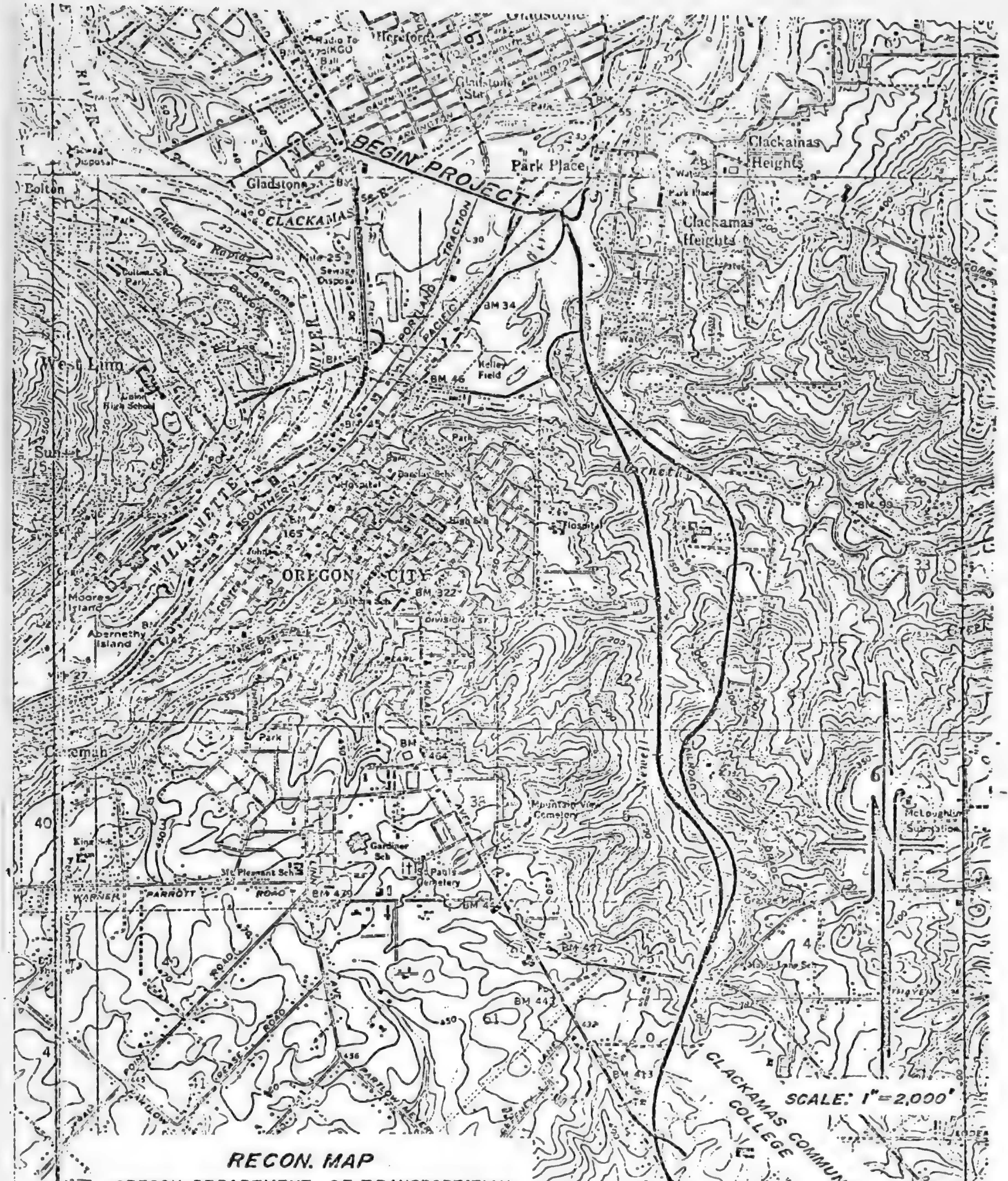
I am enclosing a sketch of the proposed routes, a fact sheet for the proposed project and a preliminary project schedule. In addition, you will be receiving progress reports periodically. If you have questions or desire further information, please don't hesitate to contact me.

Leon G. Brock

LEON G. BROCK
Project Coordinator

Enclosures

cc: F. B. Klaboe
E. S. Hunter
R. N. Bothman
E. L. Hardt
D. R. Adams
L. S. Oseran
G. A. Potter
M. J. Klotz
J. D. McClure


Gladstone
Hereford
Park Place
Clackamas Heights
Clackamas Heights
BEGIN PROJECT
Bolton
Gladstone
CLACKAMAS
Clackamas Rapids
Lonesome Bottom
RIVER
West Linn
High School
Sunset
WILLAMETTE
SOUTHERN
PORTLAND
TRACTION
PACIFIC
Sewage Disposal
BM 34
BM 46
Kelley Field
Abernethy
Hospital
Barclay Sch
High Sch
BM 165
OREGON CITY
BM 322
Moores Island
Abernethy Island
DIVISION ST
Canemah
Park
BM 464
Mountain View Cemetery
Gardiner Sch
Mt Pleasant Sch
WARNER
PARROTT
ROAD
BM 473
BM 427
BM 443
BM 433
McLoughlin Substation
CLACKAMAS COMMUNITY COLLEGE
SCALE: 1"=2,000'
END OF PROJECT

RECON. MAP

OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

OREGON CITY BY-PASS

CASCADE HIGHWAY
CLACKAMAS COUNTY
R.R.CAMERON, RES. ENGINEER NOV. 1976
PREFIX: 103-1967

Attachment
1-C

ROBERT W. STRAUB
GOVERNOR

Department of Transportation
METROPOLITAN SECTION
5821 N.E. GLISAN, PORTLAND, OREGON 97213

November 21, 1977

FACT SHEET

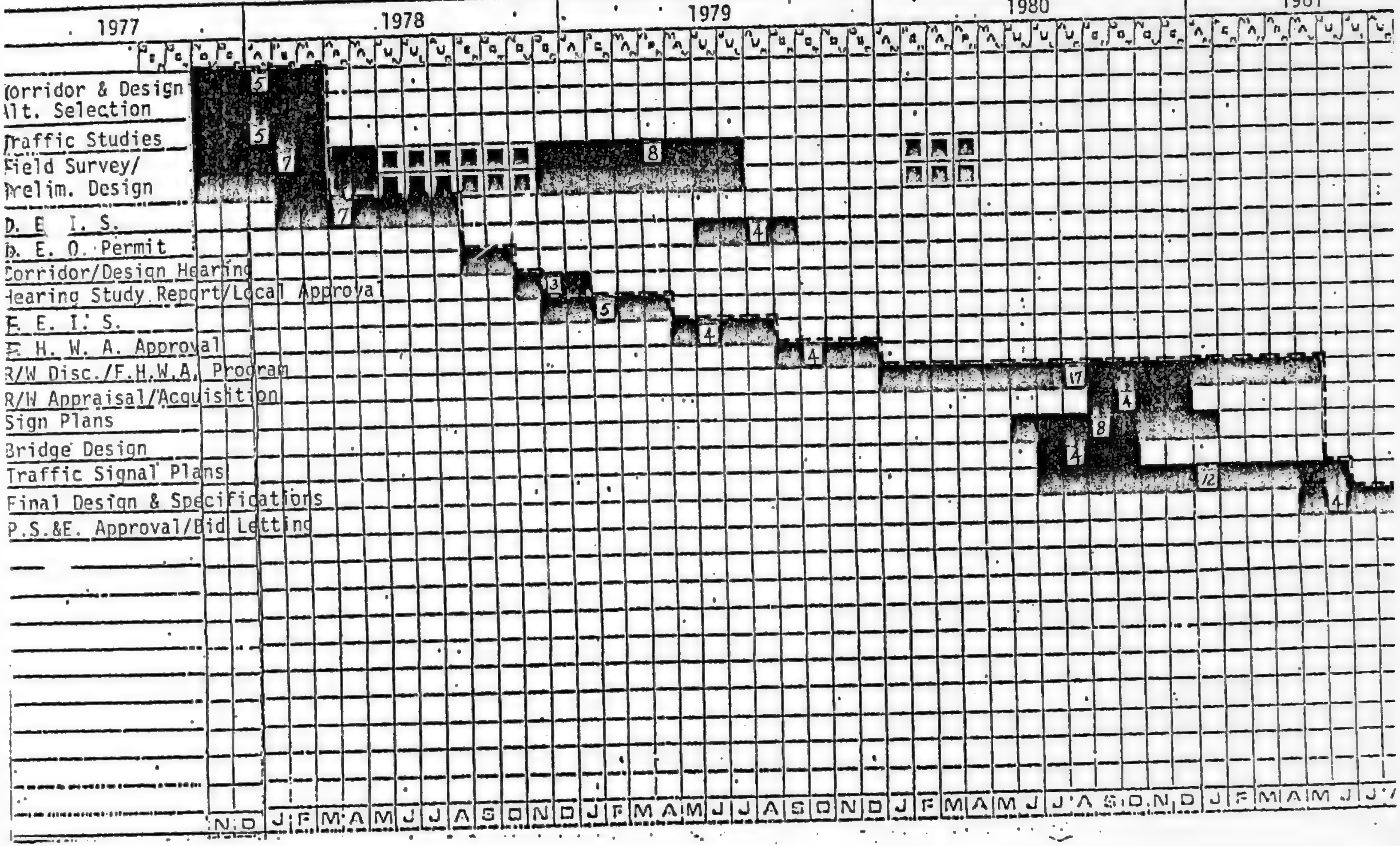
OREGON CITY BYPASS

PURPOSE	To relieve heavy traffic volumes and congestion on Highway 213 through Oregon City and improve travel time.
PROJECT AREA	Located east of Oregon City in the vicinity of Newell Creek Canyon and Holly Lane.
PROJECT DEVELOPMENT	The Oregon Department of Transportation (ODOT) will develop design options for the bypass project. All plans for the bypass will be jointly developed and reviewed by area citizens, interest groups and local public agencies through each stage of the project.
FUNDING	Sources of funding for the bypass include Mt. Hood Transfer and State Bond monies. Approximately $9.6 million is currently available for the bypass.
TIMETABLE	As soon as a range of design options for the bypass are identified, a Draft Environmental Impact Statement (DEIS) will be prepared for public review at a hearing set for September, 1978. Following the public hearing, a Final Environmental Impact Statement (FEIS) will be readied for Federal review and approval by September, 1979. Right-of-way acquisition will require approximately 18 months and is expected to begin in January, 1980. Project construction should begin in the fall of 1981. It is anticipated that two construction seasons will be required for completion of the bypass.
PUBLIC INVOLVEMENT	A vital and essential part of project development is public involvement. To insure that local concerns and interests are reflected in the project plans, a citizens advisory committee was just formed. This committee, composed of members of the Oregon City community, will meet in working sessions with the Department of Transportation staff over the next several months to develop project plans.

LO/ldo

PROJECT SCHEDULE

OREGON CITY BYPASS



STATE OF OREGON INTEROFFICE MEMO

TO: The Files

DATE: December 14, 1977

Leon B. Brock

FROM: Leon Brock
Project Coordinator

SUBJECT: Oregon City By-Pass
Technical Advisory Committee Meeting

Meeting was held at the Clackamas County Sewer Treatment Plant in Milwaukie at 9:30 AM, December 13.

Bill Lesh gave a presentation of the project recycling plant to be located at the I-205 - Park Place Interchange.

The total traffic will decrease, but the number of trucks will increase at the interchange. Access would be on Cascade Highway. The details are yet to be worked out with ODOT. The plant will consume about 400,000 tons of garbage per year, producing about 25% of the power needs of the Publishers Paper Co. plant at Oregon City. This will enable the plant to stop the use of fossil fuels completely. Construction is scheduled for completion in mid-1981. A copy of the environmental assessment is being sent to Jef Kaiser for his information.

Dave Abraham gave a presentation of the Tri-City Sewer District plans. The initial phase of the project will serve areas within the current city limits with future expansion limited to annexed areas. The plant site has not yet been selected. The schedule currently calls for construction to be completed in early 1982. The schedule is still tentative, depending on the results of the environmental assessment. The placing of their bypass sewer line along the shoulder of the road appeared to present several advantages. (Accessibility to carrier repair and maintenance, cheaper construction costs). Both Corridor A and B appeared to be acceptable for the line.

Rob Cameron presented interchange sketches of the Community College- Molalla Rd. intersection. It was decided to develop three of the sketches to show actual alignments, properties affected, lane assignments, and the advantages and disadvantages for presentation at the next TAC and CAC meetings. Rob will also develop sketches for Beaver Creek and possible I-205 before the next TAC meeting.

js

STATE OF OREGON **INTEROFFICE MEMO**

TO: The File

DATE: December 14, 1977

Leon D. Brock

FROM: Leon Brock
Project Coordinator

SUBJECT: Citizens Advisory Committee Meeting
Oregon City Bypass

December 12 Citizens Advisory Committee meeting was chaired by Mr. Dietmar H. Goebel, at Mr. McClure's request. Mr. Bob Powell was snowbound in the Siskiyous.

Minutes of the December 8 meeting were reviewed and approved with a spelling correction to Mr. Garvison's name.

Mr. Dick VanIngen of the Clackamas County Planning Commission presented and explained the land use plan in the area around Oregon City.

Numerous soil maps, lot size maps, etc. were presented. The existing zoning and land use frequently conflict with the comprehensive plan. The main control presently is through septic approvals. Due to current conflicts between various governing bodies, it is very difficult to say what may be permitted in any particular instance.

Mr. VanIngen read the statement in the comprehensive plan regarding the Oregon City Bypass and a revised statement soon to be adopted. A question was raised whether the statement leaves the committee anything to do. The concensus was that the resolution is very general and does not conflict with the alternatives presently before the committee.

Dick Bailey, City Planner, presented and explained the land use plan within Oregon City. The city is currently on record for no development in the Newell Creek Canyon and no expansion of the city east into the Holly Lane area.

Questions:

Will there be heavy truck traffic on the bypass from the industrial area?
What is the city's annexation policy? - Wait for a request.

Can we have a copy of the Oregon City area plan amendment map at future meetings?

Tom Schwab of the ODOT presented traffic volumes in the project area at present and based on 1996 forecast with and without the bypass.

Jim McClure, ODOT, presented schematic drawings of proposed ways to develop the intersection of the Molalla Highway, the Oregon City Bypass and the Clackamas Community College access.

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CAC Meeting
Oregon City Bypass

A letter of March 1977 from the college to Bill Parrish was introduced with their proposed treatment of the intersection.

The committee requested that a sketch showing the community college proposal in enough detail to show who would be affected and some ideas of traffic flow into the college at all entrances be presented at the next meeting.

Questions were raised as to whether a truck route bypassing the city would be used and what is required to get the 1% bikeway money from the state for the project.

Mr. Jeff Herring was elected vice chairman.

Meeting was adjourned at 9:50 PM.

js

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

INTEROFFICE MEMO
Metropolitan Section

TO: MEMO TO THE FILE

DATE: December 8, 1977

FROM: Lou Spisla
LOU SPISLA
Project Coordinator

SUBJECT: Oregon City Bypass
Technical Advisory Committee Meeting
November 29, 1977

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The second Technical Advisory Committee meeting for the subject project was held at the county's Sanitary Treatment Plant in Milwaukie on November 29, 1977. A list of attendees is attached.

Lou Spisla opened the meeting at approximately 9:00 a.m. The minutes of the last meeting were approved.

The first item discussed centered around some of the concerns brought out by the general public at the first Citizens Advisory Committee meeting held on November 28, 1977. These concerns are summarized as follows:

1. Residents along Holly Lane voiced strong opinions about Corridor "A" (the corridor nearest Holly Lane) due to adverse impacts to the land and improvements within the area of Holly Lane. They favored the route in Newell Creek Canyon (Corridor "B").
2. Group from Holly Lane voiced mixed opinions in respect to access to the bypass project.
3. Latter Day Saints (LDS) group preferred Corridor "B". They opposed the option nearest the church. They voiced an interest for access to the Corridor "B" if possible.
4. The bypass and sewer proposal should be a coordinated joint effort and occupy the same corridor.
5. Concern voiced about fish passage in canyon and disruption of creek due to the bypass.
6. At-grade crossing of Donavan Street on Corridor "A" would create a hazard for pedestrians.
7. Severing of large parcels of land and questions on what happens to remainder not having access.
8. Bypass crossing of Beaver Creek Road near Maple Lane which could cause a safety problem.
9. That the bypass would not reduce traffic on Holly Lane.

10. Community impacts should receive higher priority than the natural areas in reference to Project Objectives.

The concept of building a bypass facility appeared apparent at the meeting; no opposition was expressed.

Tom Schwab discussed preliminary projected traffic volumes in the vicinity of the project and volume anticipated for the bypass. Tom stated these traffic projections were based on CRAG's 1990 Interim Transportation Plan. However, Tom stated this plan is presently being updated by CRAG in terms of forcasting population and employment densities.

Tom's estimated Average Daily Traffic for the year 2000 on the byass were:

38,000 vehicles between Park Place Interchange and the proposed connection in the vicinity of Redland and Holcomb roads;
28,000 vehicles between this connection and Beaver Creek Road and
18,500 vehicles between Beaver Creek Road and Molalla Highway.

Tom stated these preliminary volumes tend to suggest a necessity for a four lane facility.

The committee discussed land use planning and zoning and how these may affect projected traffic volumes.

Winston Kurth advised the committee he would invite Utility Director Dave Abraham to the next TAC Meeting to discuss the status of Tri-City Sewer District and their plans. Also, Winston suggested inviting Bill Lesh to brief the committee on plans for a recycling plant in the vicinity of Park Place interchange proposed by Metropolitan Service District and Publishers Paper.

Sketch drawings for relocating Maple Lane at Beaver Creek Road and connections being considered in the vicinity of Clackamas Community College on Molalla Highway will be available to the committee at the next meeting.

The next TAC meeting will be held at 9:30 a.m. on December 13, 1977 at the County Sanitary Treatment Plant in Milwaukie.

laj

Attachment

OREGON CITY BYPASS
TAC MEETING #2
November 29, 1977

NAME	ORGANIZATION
Lou Spisla	ODOT
Rob Cameron	ODOT
Tom Schwab	ODOT
Wally Bryant	FHWA
Bill Pettis	CRAG
Jim McClure	ODOT
Winston Kurth	Clackamas County
Bill Parrish	Oregon City
Jim Baily	Oregon City

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

INTEROFFICE MEMO
Metropolitan Section

TO: MEMO TO THE FILE

DATE: December 8, 1977

Leon G. Brock

FROM: Leon Brock
Project Coordinator

SUBJECT: Oregon City Bypass
Citizens Advisory Committee Meeting

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The second Citizens Advisory Committee meeting for the Oregon City Bypass was held on December 5 at 7:30 p.m. in the Clackamas County Department of Public Works Building, Conference Room 902 Abernethy Road, Oregon City.

Jim McClure opened the meeting with introductions of the ODOT staff and a brief discussion of the agenda.

Minutes of the November 28 CAC meeting were reviewed and approved with the following corrections: change the spelling of name to "Mr. James H. Bean", and reword Mr. Cameron's statement in the last paragraph to read "one paved lane each direction".

The following questions were raised during discussion of project information packet:

1. What is the scope and intent of the conditions for the Oregon City Bypass expressed in the CRAG Resolution BD 770410?

Mr. Winston Kurth indicated the intent was to prevent urbanizing the Beaver Creek area and the area around the south termini. They should remain low density areas. Don't want two congested routes. County rezoning will help control urbanization.

2. What studies have been done to indicate the environmental impacts of the proposed sewer line down the canyon, drainage areas and runoffs?

Jim McClure indicated the hydraulic and soil studies will be done during the DEIS studies.

3. Did the sewer line go to the bottom of the canyon because the road is to go there or because of engineering considerations?

Jim McClure indicated the sewer line is proposed for the bottom of the canyon regardless of final location of the bypass and also to facilitate gravity flow.

4. Have any environmental studies been done on sewer line?

Winston Kurth indicated that sewer board will probably not start any studies until a sewer district has been organized and funding is available. The sewer line will probably be assessed as an advantage of the canyon route in our DEIS.

81-125-1387

5. What are the geographical limits of the sewer district?

Winston Kurth indicated he would make boundary maps available.

Staff presentation of the project development process began with Jim McClure's presentation of an overview of the Oregon Action Plan as it relates to this project's development.

Geoffrey Kaiser, Staff Environmentalist, presented a discussion of how a project is categorized and the content and purpose of the EIS.

Questions were raised as to when the actual decision will be made on which route to build if a grade separation is planned at south end of project. Is the role of the CAC to represent the community? Have the routes and end points already been decided upon?

Laurie Oseran explained how the CAC fits into the whole technical process. What tools of communication are available to the committee.

Don Adams explained that ODOT wants and needs this committee to present to the Department the "community values" of Oregon City to the end that the Department can be more responsive to the community needs of this project.

Jim McClure explained the role of committee chairman. Two names were placed in nomination, Bob Powell and Jeff Herring. Both nominees discussed their qualifications.

Meeting was turned over to new chairman, Bob Powell.

Next meeting scheduled for Monday, December 12.

Following questions raised in open discussion:

1. Jim Garrison questioned the direction noise travels and if the canyon route or the rim route will be noisier.

After some discussion, Geoffrey Kaiser agreed to investigate and continue discussion with Jim Garrison at a later time. Jim McClure offered to present a federally prepared discussion on noise levels.

2. Jim Garrison asked how many access points are proposed?

Jim McClure indicated there are four proposed currently and pointed out the proposed locations. Gail Perkins indicated that if it was demonstrated that a viable access is needed, the Clackamas County Resolution is flexible enough to allow the change.

3. Criss Blodgett questioned if access from McLoughlin would not be desirable.

Bob Powell indicated several alternatives.

4. Audience question about right-of-way acquisition widths.

Jim McClure indicated that somewhere around 200 feet is probably a minimum.

5. Irma Sullivan questioned the number of older homes displaced and the impact to be expected referring to statement on page 4, paragraph B-1 of Project Assessment. There was some question whether this applies to this project.

Geoffrey Kaiser agreed to investigate and clarify the point.

Motion to review intersection designs at Molalla Highway and Beaver Creek Road, the impacts of these access points and their location at the next meeting.

Requested data for next week's meeting.

Traffic counts on Maple Lane and Holly Lane.

Zoning maps of area.

Existing land use maps.

Soils map of corridors.

Traffic study for the community college, Molalla Highway.

Adjournment at 9:52.

laj

ROBERT W. STRAUB
GOVERNOR

Department of Transportation
METROPOLITAN SECTION
5821 N.E. GLISAN, PORTLAND, OREGON 97213

December 7, 1977 Telephone 238-8226

TOM WALSH, Member
Oregon Transportation Commission
c/o Walsh Construction Company
2839 Southwest Second Avenue
Portland, OR 97201

At the Oregon Transportation Commission workshop on December 6, you posed a question as to the state gas-tax monies in the Mt. Hood Freeway, e.4. transfer projects in the Portland metropolitan area. My response was that although we are doing the work on the projects, the match was coming from local sources. I feel it important to clarify that point.

Work on the Banfield Transitway project is being accomplished under two accounts. One account provides for Alternative 1 through Alternative 4, including the high-occupancy and busway lanes, in which the Oregon Department of Transportation and Tri-Met both participate with 7 per cent local match, each. The other account provides for development of Alternative 5, the light-rail transit (LRT) route(s) to Gresham and Lents. That work being done specifically for LRT by ODOT is fully supported by a 14 per cent local match from Tri-Met. The entire, overall, impact statement is being accomplished under the first account where ODOT and Tri-Met participate with 7 per cent each for local match.

The initial work accomplished on the Sunset Transitway was done with ODOT and Tri-Met participating 7 per cent each of the local match.

The initial work on the Oregon City Transitway was done by Tri-Met, with the full 14 per cent local match from Tri-Met.

The Powell Boulevard project, including preliminary engineering, right-of-way, and construction is being accomplished by ODOT with the 14 per cent local match coming from the state bond funds.

The Southwest 72nd Avenue interchange project on Highway 217, including preliminary engineering, right-of-way, and construction is being accomplished by ODOT with the 14 per cent local match coming from the state bond funds.

The Oregon City Bypass preliminary engineering work is being accomplished by ODOT with 14 per cent local match from state bond funds.

All other projects under the e.4. program in Portland are being accomplished with local jurisdictions providing the local match.

ROBERT N. BOTHMAN
Administrator

ebg

cc: G. L. Jackson
P. J. Brix
B. G. Coleman
M. P. Hollern
R. A. Burco
F. B. Klaboe
L. W. Rulien
H. S. Coulter

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ROBERT W. STRAUB
GOVERNOR

Department of Transportation
METROPOLITAN SECTION
5821 N.E. GLISAN, PORTLAND, OREGON 97213

December 1, 1977 Telephone 238-7443

LETTER TO CITIZENS ADVISORY COMMITTEE MEMBERS

Subject: Oregon City Bypass

A great deal of ground and discussion was covered at the first meeting of the Citizens Advisory Committee (CAC) for the Oregon City Bypass. While this meeting marked the beginning of formalized citizen planning for the bypass, we were pleased with the public attendance and their level of local interest and concern about the project, even though it obviously hampered the organizational aspects of your committee.

As discussed, the next committee meeting has been scheduled for December 5, 7:30 p.m., at the Department of Public Works, 902 Abernethy Road. At this meeting, we will review the November 28 meeting, including a discussion of concerns and questions that were raised. I have drawn up a list of suggested agenda items as follows:

I. Minutes of November 28 Meeting

II. Discussion and Questions on Project Informational Packet

III. Project Development Process - Staff Presentation

   a. Oregon Action Plan
   b. Environmental Impact Statement for project, purpose and scope of a Category I statement
   c. Combination Corridor and Design Hearing
   d. Role and function of Citizens Advisory Committee (CAC) along with role of CAC Chairman

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F. B. KLABOE

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IV. Nominations and Selection of Committee Chairman

Needless to say, if you have additional suggestions of items to discuss at the upcoming meeting or questions on the project, please don't hesitate to contact me at 238-7443.

Lou Spisla
LOU SPISLA
Project Coordinator

LS/ldo

(Please bring your November 28 agenda packet to the December 5 meeting)

157

ROBERT W. STRAUB
GOVERNOR

Department of Transportation
METROPOLITAN SECTION
5821 N.E. GLISAN, PORTLAND, OREGON 97213

October 26, 1977 Telephone 238-8226

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AL SIMONSON
City Manager
City of Oregon City
7th and John Adams
Oregon City, OR 97045

Dear Mr. Simonson:

On October 11 at a meeting with Ed Hardt from Region 1, Laurie Oseran from our office, the Mayor, City Engineer and City Councilman, you asked about the procedure to have the Oregon City Bypass declared a scenic route through Newell Creek Canyon.

The old scenic route designation was used principally to prevent the placing of billboards or junkyards along designated highways. The highway designations were selected by the Scenic Area Board, a board appointed by the Governor.

A new law passed by the last legislature prevents the placing of billboards and/or junkyards along any highway except in commercial and industrial zones. This law eliminated the need for designation of highways as scenic highways and resulted in abolishment of the Scenic Area Board.

The most effective controls for the scenic area through Newell Creek would be land use controls established by the City or the County to prevent the zoning of that area as commercial or industrial. I understand the present zoning is for urban open space which is a rather broad and perhaps vague land use classification. Perhaps a more protective land use designation would be called for.

During this meeting, you inquired if other funding options might be available for the Oregon City Bypass should the Mt. Hood Transfer funds and State bond match not cover the cost of the bypass. The Transfer funds have been set aside for the Oregon City Bypass as have the State bond match. Procedures for Mt. Hood Transfer funding adjustments caused by overruns or underruns of estimates have been established by the Columbia Region Association of Governments. Through this process, the bypass project could compete with other regional projects for funds remaining unused from other projects. The only other federal funds available for this highway would be Federal Aid Primary funds. These Primary funds compete statewide for projects on the other statewide primary highways. State matching funds for the Mt. Hood Transfer fund projects other than State bond are not available at this time. The only other available source for matching money appears to be either the County or City sources.

DONALD R. ADAMS
Project Development Manager

DRA/ldo

cc: F. B. Klaboe
H. S. Coulter
E. S. Hunter
E. L. Hardt

EDITORIAL

Courier
Opinions...
Dick Cosgrove, Publisher
Ben Hansen, Editor

Let's care for purses

The road to hell, it has been said, is paved with good intentions.

So are many roads in Clackamas County.

In the Tri-City area, there is hardly a single businessman, civic organization member, or community official who was not involved — to some extent or another — in the battle early this year to obtain funds for the Oregon City Bypass.

There was more than a little political bloodshed involved in the struggle. And there was some unusually strong language which flowed freely among elected officials — both here and in Portland — during the months-long course of the extravaganza.

But when the dust had settled, proponents of the bypass had won their fight, obtaining a pledge of $9.6 million for construction of the traffic relief route for Oregon City.

The victory, for many, was the fulfillment of a 20-year-old dream — the dream of an uncluttered downtown area, free of hundreds of heavily-laden trucks and other vehicles "passing through" the heart of the city on their way north or south to other destinations.

It is now time for those same persons to take a new look at another "dream" — one which, of necessity, fell by the wayside in the communitywide quest for the bypass.

The dream — which we can all help to make a reality — is one of expanded access to and from a massive, growing complex which appears destined to become the eventual industrial heart of Clackamas County.

That dream is the grading, paving, widening and expansion of Highway 212.

The $5 million project, now tentatively on the drawing boards of the Oregon Department of Transportation, has been the focal point of an up-again, down-again saga which began early in the decade, when the industrial complex itself existed only on paper.

Originally slated for "secondary improvement" funds, the three-mile stretch of highway from Interstate 205 to Boring Road first drew increased interest as industrial improvements began in the area.

In 1974, it was designated as an "urban highway," with funding for its improvement authorized by the Columbia Region Association of Governments (CRAG).

Engineers were well into preliminary plans for the expansion when new federal requirements forced the project to a "functional reclassification" as a "state primary highway," which made it no longer eligible for federal urban highway funds under CRAG jurisdiction.

Competing with "state primary highways" throughout the state for Department of Transportation funds, the project drew a low priority, and ended up in a situation somewhat similar to that of the seventh piglet of a mother built for six.

But the industrial park kept growing nevertheless, as such firms as Safeway Inc. and Fred Meyer Inc. built massive warehouses to serve the region only a few miles down the two-lane highway.

Realizing that the situation had reached "critical mass," Clackamas County Commissioner Stan Skoko, a member of the CRAG board (and a resident of Highway 212) took a request for $5 million for the expansion project to CRAG, which had $34 million in funds to disperse for selected area projects from a pot which had originally been earmarked for the Mt. Hood Freeway, a project which had since become defunct.

Unfortunately, the Highway 212 expansion project found itself in direct competition with the Oregon City Bypass for a share of the Mt. Hood Freeway funds — and high-ranking CRAG officials made it evident to all concerned that only one of the two Clackamas County projects would be approved.

The battle which ensued left a number of scars.

Skoko, to his credit, eventually joined fellow members of the Clackamas County Board of Commissioners in throwing his support to the Oregon City Bypass.

The bypass was approved by CRAG, whose board members also approved a relatively minute share of the Mt. Hood Freeway funds — $120,000 — for continuation of "preliminary engineering work" on Highway 212.

That small sum — although virtually a crumb from the table — was sufficient to keep the industrial highway project "alive" for Clackamas County. It otherwise might have joined the Mt. Hood Freeway, in total political extinction, as a thing of the past.

The bypass, it was explained by some at the time, was a "people" issue — one with a direct effect on the daily lives of area residents — and Highway 212 was described as an "economic" issue, its effect equally important but less directly visible.

Today — for the sake of local employment and local governmental economy — it is time to take a new look at that three-mile stretch of highway, and the $5 million it will cost to make it a viable access route for the burgeoning industrial core of the area.

The Oregon Department of Transportation proposes to invest exactly that much money for exactly that purpose, giving the project top priority among all "primary highway" proposals in the region.

The state agency will conduct a public hearing at 7:30 p.m. Tuesday on the second floor of the Clackamas County Courthouse to learn what Clackamas County residents think of that proposal.

The Enterprise Courier endorses the project wholeheartedly, and urges area residents to view the issue in a similar manner — as an investment in the present economic base and future economic stability of the county in which they live and pay taxes, as do the firms which occupy the massive industrial complex on Highway 212.

The Battle for the Bypass has been won — and if it was, indeed, a "people" issue, it has been resolved successfully.

It is now time to drop the other shoe — and to take care, not only of our people, but also of our pocketbooks. — Paul C. Merz

Highway 212 plans surface

By PAUL C. MERZ
EC Managing Editor

(Related editorial, Page 14)

A massive state proposal which would provide Clackamas County with nearly $17 million in highway improvements during the next six years will be the topic of a public meeting scheduled at 7:30 p.m. Tuesday in the Clackamas County Courthouse.

The proposal — contingent on voter approval of two major ballot measures in 1978 — would provide $5 million for the resurfacing and widening to four lanes of Highway 212/224, a two-lane road now providing the only access route to a major growing industrial complex three miles east of Interstate 205 near Clackamas.

The Highway 212 expansion proposal, regarded as the county's top priority highway project by the Clackamas County Board of Commissioners, was a topic of heated controversy earlier this year when it was discovered to be in apparent direct competition with the proposed Oregon City Bypass for a share of $34 million in funds from the defunct Mt. Hood Freeway project.

The bypass was awarded $9.6 million, while the Highway 212 expansion project was awarded $120,000 for preliminary engineering work — with anticipation by officials of the Columbia Region Association of Governments (CRAG) and the county that later it would be funded by the state.

At Tuesday's public meeting, officials of the Oregon Department of Transportation will present two alternative package proposals to the people of Clackamas County, similar to those being presented to other counties in a series of public hearings being conducted throughout the state.

Under terms of "Program A," the county, during the next six years, would be allocated a total of nearly $17 million for 21 separate highway improvement projects, including the $5 million widening and resurfacing of the heavily-travelled Highway 212.

Under terms of "Program B," Clackamas County would be designated for only five highway improvement projects, costing a total of $6.6 million, during the next six years — with Highway 212 slated to receive only $586,000 for resurfacing of its existing two lanes.

The terms of "Program A," however, are contingent on voter approval of two key ballot measures in 1978:

— The first is a two-cents-per-gallon increase in statewide gasoline taxes, with a proportionate increase in weight-mile fees for trucks, a measure referred to the electorate by the 1977 Legislature. It will appear on the statewide primary election ballot on May 23, 1978.

— The second is an increase from $10 to $20 per year in motor vehicle registration fees, a measure placed before the voters through an initiative petition earlier this year. It will appear on the statewide general election ballot on Nov. 7, 1978.

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If both measures are approved, state highway officials intend to implement the full "Program A" highway improvements schedule on a statewide basis for the next six years.

If both are rejected by voters, highway officials have stated they will be committed to "Program B," which would be a minimally budgeted austerity operation.

If only one of the two is approved by voters, the Department of Transportation will be faced with decisions on priorities — and, according to the state's "Preliminary Six-Year Highway Improvement Program," the Highway 212 project would be among the highest priority projects in the state, ranking among the top 13 of 375 separate statewide highway projects which are now on the drawing board.

The "Program A" package which will be described to Clackamas County residents at Tuesday's meeting includes 21 separate highway projects throughout the county, projected to cost a total of $16,958,000 from 1979 through 1984.

It includes $631,000 worth of resurfacing in two projects on U.S. 26, none of which would be funded under the "austerity" alternative, and six separate improvement projects on Highway 99E in Clackamas County totaling nearly $2.5 million — only $737,000 of which would be budgeted without passage of the two ballot measures.

The presentation also will illustrate three separate projects, including two turnouts, on Highway 211, and four widening and surfacing projects on Highway 213 — a total of more than $2.6 million in highway projects, none of which would be budgeted without the increased gasoline tax and vehicle registration revenues.

The controversial three-mile access route to the industrial complex on Highway 212 would receive $5 millio with the added revenues, but only 10 per cent of tha amount should the twin bills be rejected.

A series of five separate projects also are on th drawing board for Highway 224 east of the industrial are under "Program A," which budgets more than $6. million for those projects.

Two of those projects, however — involving improvements on the highway in the area of Rock Creek Carver, Barton and Eagle Creek — would be dropp from the budget under "Program B."

State officials, at Tuesday's meeting, also will presen a report on state highway improvements already approved or underway throughout the county during th present fiscal year and next fiscal year — a total of $4,257,000 in work being done on eight separate projects o U.S. 26 and Highways 99E and 224, with the bulk of th funds being used for improvements on the federa highway in the Salmon River area.

Highway officials also will present a progress report o the status of the state's $25 million highway bon program — approved by the 1973 Legislature and bein used to provide "matching funds" for several are projects — as well as reports on the status of a federally aided Urban System program, which will provide $526,00 for replacement of the Abernethy Creek bridge o Washington Street in Oregon City in 1980.

EC Managing Editor

(Related editorial, Page 14)

A massive state proposal which would provide Clackamas County with nearly $17 million in highway improvements during the next six years will be the topic of a public meeting scheduled at 7:30 p.m. Tuesday in the Clackamas County Courthouse.

The proposal — contingent on voter approval of two major ballot measures in 1978 — would provide $5 million for the resurfacing and widening to four lanes of Highway 212/224, a two-lane road now providing the only access route to a major growing industrial complex three miles east of Interstate 205 near Clackamas.

The Highway 212 expansion proposal, regarded as the county's top priority highway project by the Clackamas County Board of Commissioners, was a topic of heated controversy earlier this year when it was discovered to be in apparent direct competition with the proposed Oregon City Bypass for a share of $34 million in funds from the defunct Mt. Hood Freeway project.

The bypass was awarded $9.6 million, while the Highway 212 expansion project was awarded $120,000 for preliminary engineering work — with anticipation by officials of the Columbia Region Association of Governments (CRAG) and the county that later it would be funded by the state.

At Tuesday's public meeting, officials of the Oregon Department of Transportation will present two alternative package proposals to the people of Clackamas County, similar to those being presented to other counties in a series of public hearings being conducted throughout the state.

Under terms of "Program A," the county, during the next six years, would be allocated a total of nearly $17 million for 21 separate highway improvement projects, including the $5 million widening and resurfacing of the heavily-travelled Highway 212.

Under terms of "Program B," Clackamas County would be designated for only five highway improvement projects, costing a total of $6.6 million, during the next six years — with Highway 212 slated to receive only $586,000 for resurfacing of its existing two lanes.

The terms of "Program A," however, are contingent on voter approval of two key ballot measures in 1978:

— The first is a two-cents-per-gallon increase in statewide gasoline taxes, with a proportionate increase in weight-mile fees for trucks, a measure referred to the electorate by the 1977 Legislature. It will appear on the statewide primary election ballot on May 23, 1978.

— The second is an increase from $10 to $20 per year in motor vehicle registration fees, a measure placed before the voters through an initiative petition earlier this year. It will appear on the statewide general election ballot on Nov. 7, 1978.

ment of Transportation will be faced with decisions on priorities — and, according to the state's "Preliminary Six-Year Highway Improvement Program," the Highway 212 project would be among the highest priority projects in the state, ranking among the top 13 of 375 separate statewide highway projects which are now on the drawing board.

The "Program A" package which will be described to Clackamas County residents at Tuesday's meeting includes 21 separate highway projects throughout the county, projected to cost a total of $16,958,000 from 1979 through 1984.

It includes $631,000 worth of resurfacing in two projects on U.S. 26, none of which would be funded under the "austerity" alternative, and six separate improvement projects on Highway 99E in Clackamas County totaling nearly $2.5 million — only $737,000 of which would be budgeted without passage of the two ballot measures.

The presentation also will illustrate three separate projects, including two turnouts, on Highway 211, and four widening and surfacing projects on Highway 213 — a total of more than $2.6 million in highway projects, none of which would be budgeted without the increased gasoline tax and vehicle registration revenues.

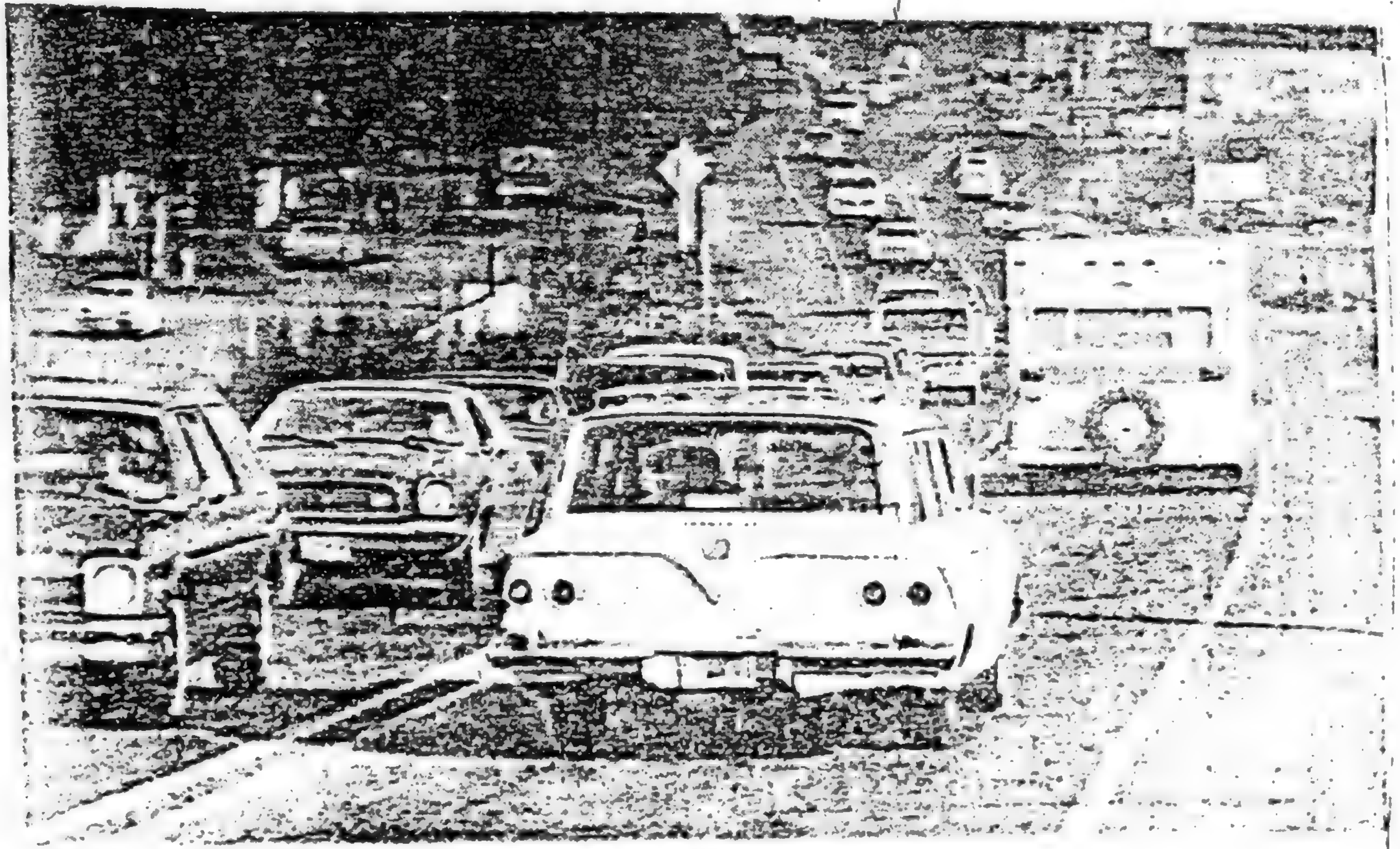
The controversial three-mile access route to the industrial complex on Highway 212 would receive $5 millio with the added revenues, but only 10 per cent of tha amount should the twin bills be rejected.

A series of five separate projects also are on th drawing board for Highway 224 east of the industrial are under "Program A," which budgets more than $6. million for those projects.

Two of those projects, however — involving improvements on the highway in the area of Rock Creek Carver, Barton and Eagle Creek — would be droppe from the budget under "Program B."

State officials, at Tuesday's meeting, also will presen a report on state highway improvements already approved or underway throughout the county during th present fiscal year and next fiscal year — a total of $4,257,000 in work being done on eight separate projects o U.S. 26 and Highways 99E and 224, with the bulk of th funds being used for improvements on the federa highway in the Salmon River area.

Highway officials also will present a progress report o the status of the state's $25 million highway bon program — approved by the 1973 Legislature and bein used to provide "matching funds" for several are projects — as well as reports on the status of a federally aided Urban System program, which will provide $526,00 for replacement of the Abernethy Creek bridge o Washington Street in Oregon City in 1980.



Traffic congests on Highway 212 in afternoon

U.S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO. IX-78(1)

STATE PROJECT NO. See below

FROM:
G.L. Green, Division Administrator
Salem, Oregon

PROGRAM NO.

ITEM NO. 71112

COUNTY NAME Clackamas & Multnomah

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
SEP 30 '77
REFER TO Mohring
FOR

Info	Inves	R/D	D/R	Sign	Act	File

[illegible] to

DATE PS & E APPROVED	DATE AUTHORIZATION EFFECTIVE	FEDERAL ROUTE NUMBER	STATE ROUTE NUMBER
	9-16-77	Primary Route 78	Secondary 160

GENERAL LOCATION:

"Park Place-Clackamas Community college"

GENERAL DESCRIPTION OF WORK:

Preliminary engineering including utility preparatory work.

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY
PRLIMINARY ENGINEERING FOR SURVEY AND PLAN
☒ PREPARATION TEC NTE $341,000
Federal funds $292,500
☐ OTHER (Specify)

☐ ACQUISITION OF RIGHT-OF-WAY
CONTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS
☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's 8-4-77 letter, you are now authorized to proceed with all phases of preliminary engineering including utility preparatory work effective September 16, 1977.

DATE 9-16-77

SIGNATURE OF APPROVING OFFICIAL

TITLE for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U.S. GOVERNMENT PRINTING OFFICE: 1976—626-787

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
Room 306, State Library Building
Salem, Oregon 97310, Phone: 378-3732

STATE A-95 REVIEW CONCLUSIONS

APPLICANT: Department of Transportation

PROJECT TITLE: Park Place - Clackamas Community College CLACK.

DATE: September 14, 1977

The state has reviewed your project and reached the following conclusions:

RECEIVED
STATE HWY ENGR
SEP 23 '77
REFER TO
FOR

Info	Inves	R/D	C/R	Sign	Act	File

☒ No significant conflict with the plans, policies or programs of state government have been identified ~~and your proposal is endorsed as presented~~.

☒ Relevant comments of state agencies are attached and should be considered in the final design of your proposal.

☐ Potential conflicts with the plans and programs of the state agency(s) have been satisfactorily resolved. No significant issues remain.

☐ Significant conflicts with the plans, policies or programs of state government have been identified and remain unresolved. The final proposal has been reviewed and the final comments and recommendations of the state are attached.

cc: G. L. Green
H. S. Coulter ✓
F. E. Terpin
J. B. Boyd
J.H. Versteeg
Gary Potter
W. J. Hart
E. L. Hardt, Reg. 1
R.N. Bothman, Metro
W. W. Geibel, Dis. 2
Aeronautics Division
Paul Hartwig, Parks
Gerald Wimer
B. L. Gifford

NOTICE TO FEDERAL AGENCY

The following is the officially assigned State Identifier Number:

7708 2 190

This number should be used on all correspondence and particularly on SF 240 as required by OMB A-98.

A copy of this notification and attachments, if any, must accompany your application to the federal agency as required by OMB A-95. Comments of the appropriate local reviewing agencies must also be included.

BEN GIFFORD

7-26-77

PNRS #2

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

DEPARTMENT OF
LAND CONSERVATION
AND DEVELOPMENT
AUG 8 1977
SALEM

AUG 15 1977

Intergovernmental Relations Division
Room 306, State Library Building
Salem, Oregon 97310, Phone: 378-3732

PNRS STATE REVIEW

SEP 9 1977

Project #: 7708 2 190 Due Date: ____________

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed.

PROGRAM REVIEW AND COMMENT

To State Clearinghouse: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

( ) It has no adverse effect.

( ) We have no comment.

(✓) Effects, although measurable, would be acceptable.

( ) It has adverse effects.

( ) We are interested but require more information to evaluate the proposal.

( ) Please coordinate the implementation of the proposal with us.

( ) Additional comments for project improvement. (Attach if necessary)

- - - - - - - - - - -

REMARKS (Please type or print legibly)

Agency LCDC ____________ By ____________

I. Area Has a Plan and Approved Compliance Schedule

This project and its related land use implications must be coordinated and consistent with the Clackamas County's comprehensive plan and efforts to update the plan (i.e. the County's compliance schedule and work program for reaching compliance with the statewide land use goals). Consideration of the relationship between the statewide land use goals #2 (Land Use Planning) and #12 (Transportation) and the project should receive special attention. In addition, the applicant should make every effort to insure that the project makes use of recognized citizen and agency involvement programs established by the local jurisdiction in accordance with the statewide land use goals.

lj
8/12/77

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

Intergovernmental Relations Division
Room 306, State Library Building
Salem, Oregon 97310, Phone: 378-3732

PNRS STATE REVIEW

Project #: 7708 2 190 Due Date: SEP 09 1977

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed.

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( ) It has no adverse effect.

( ) We have no comment.

( ) Effects, although measurable, would be acceptable.

( ) It has adverse effects.

( ) We are interested but require more information to evaluate the proposal.

(X) Please coordinate the implementation of the proposal with us.

( ) Additional comments for project improvement. (Attach if necessary)

- - - - - - - - - - -

REMARKS (Please type or print legibly)

Please coordinate the planning and implementation of any work that may impact fish and wildlife resources with our field staff. Our fisheries biologist is Jay Massey in Portland (657-2041) and the wildlife biologist is Gene Herb in Forest Grove (357-2191)

Agency Fish + Wildlife By James B. Haas
ENVIRONMENTAL MANAGEMENT SECTION 9/9/77

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

STATE CLEARINGHOUSE

[illegible]
[illegible] 10 19[illegible]

Intergovernmental Relations Division
Room 306, State Library Building
Salem, Oregon 97310, Phone: 378-3732

PNRS STATE REVIEW

Project #: 7708 2 190 Due Date: SEP 09 1977

To Agency Addressed: If you intend to comment but cannot respond by the return date, please notify us immediately. If no response is received by the due date, it will be assumed that you have no comment and the file will be closed.

PROGRAM REVIEW AND COMMENT

To State Clearinghouse: We have reviewed the subject Notice and have reached the following conclusions on its relationship to our plans and programs:

- ( ) It has no adverse effect.
- ( ) We have no comment.
- ( ) Effects, although measurable, would be acceptable.
- ( ) It has adverse effects.
- ( ) We are interested but require more information to evaluate the proposal.
- (X) Please coordinate the implementation of the proposal with us.
- ( ) Additional comments for project improvement. (Attach if necessary)

- - - - - - - - - - -

REMARKS (Please type or print legibly)

THIS OFFICE IS COORDINATING A CULTURAL RESOURCE SURVEY WITH THE HIGHWAY ENVIRONMENTAL SECTION. THIS SECTION OF THE CASCADE HIGHWAY (ROUTE 213) MIGHT POSSIBLY IMPACT THE HISTORICALLY SENSITIVE AREA OF OREGON CITY.

HISTORIC PRESERVATION OFFICE
STATE PARKS & RECREATION BRANCH
525 TRADE STREET SE
SALEM, OREGON 97310

Agency SHPO By David G Talbot

SUGGES D LETTER FOR GOVERNOR'S CONSIDE TION

ROBERT W. STRAUB
GOVERNOR

1859

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM, OREGON 97310

August 5, 1977

The Honorable Brock Adams
Secretary of Transportation
U. S. Department of Transportation
400 - 7th Street, S.W.
Washington, D. C. 20590

Through: G. L. Green
Oregon Division Administrator
Federal Highway Administration

Dear Secretary Adams:

I request your approval to use Interstate transfer funds for four highway projects in the Portland area. Funds for these projects are available from the withdrawal of the Mt. Hood Freeway from the Interstate Highway System under Section 103(e)(4) of Title 23, U.S.C.

I concur that these four projects are regional priorities and have been developed in conformance with the region's continuing, cooperative, comprehensive transportation planning process. Enclosed are copies of resolutions adopted by the Columbia Region Association of Governments covering these requests.

The funding will be matched as follows:

		Federal Funds	Matching Funds
Park Place-Clackamas Community College (Oregon City Bypass)	P.E.	$292,500	$ 48,500
Fariss Rd.-Powell Blvd. (221st-223rd Ave., Gresham)	P.E.	172,800	28,700
Columbia Blvd.-Weidler St. (Union Ave., Portland)	P.E.	300,300	49,700
I-205-Boring Road (Highway 212)	P.E.	119,200	19,800

August 5, 1977

I have directed the Oregon Department of Transportation to process this request with the Federal Highway Administration to obligate these funds.

Sincerely,

Governor

RWS:sm

Enclosures

cc Columbia Region Association
of Governments

bc Robert A. Burco
Department of Transportation
(Ext. 6388)

F. B. Klaboe
H. S. Coulter ✓
R. N. Bothman
D. H. Moehring
L. W. Rulien

CRAG RESOLUTION

BD 770410

FOR THE PURPOSE OF ESTABLISHING PRIORITIES FOR INTERSTATE TRANSFER FUNDS PROJECTS UNDER CATEGORY III OF THE BOARDS PROCESS.

WHEREAS, through BD 761104 and BD 761205, the Board of Directors established three categories of projects under the Interstate Withdrawal and Transfer Process; and

WHEREAS, Category I monies have been allocated as follows: A total of $152,750,000 including $26,875,000 for the Sunset Corridor Transitway; $69,875,000 for the Banfield Transitway; and $56,000,000 for the Oregon City Transitway; and

WHEREAS, Category II monies through BD 761104 have been allocated as follows: A total of $16,004,600 including; $301,000 for the Burnside Bridge; $4,300,000 for S. E. Portland to the eastern boundary of I-205; $395,600 for S. E. 72nd Avenue; and $11,008,000 for Powell Blvd; and

WHEREAS, Cateogry III monies through BD 761205, BD 770202 and BD 770203 have been allocated as follows: #1. Columbia Blvd. at $522,138; #2.72nd/217 Interchange at $1,473,180; and #3. Broadway Bridge Resurfacing at $86,000; leaving an estimated balance of $32,250,000 to allocate under Category III; now therefore be it

RESOLVED, the Board of Directors establishes additional Category III project priorities and respective federal monies for each as follows:

Oregon City Bypass - $8,259,000

Conditions: Project should be designed so as to discourage development at intersections. Clackamas County should provide assurances to the CRAG Board that development on land adjacent to and south of highway will be controlled to insure highway will no be overloaded.

221st-223rd Avenue Gresham - $2,150,000

Conditions: In designing project, futher analysis of the need for four lanes should be conducted. Project should be designed to serve proposed terminus of Gresham Transit Corridor. An attempt to secure as much donated right-of-way as possible should be made.

Union Avenue, Portland - $3,870,000

Condition: Alternatives to replacing the railroad bridge at the northern end of project should be considered.

Highway 212 - Preliminary Engineering - $120,000

and be it futher

RESOLVED, the Board of Directors hereby finds: the projects are in accordance with the region's continuing, cooperative comprehensive planning process; are incorporated in the Transportation Improvement Plan and Annual Element; and hereby are given affirmative A-95 approval; and be it further

RESOLVED, the Board of Directors directs and authorizes the Executive Director to forward project applications to the Governor through his department of Transportation for his consideration and submission to USDOT and to take other action as necessary to carry out the purposes of this resolution.

ADOPTED By the Board of Directors this 28th day of April, 1977.

BY Larry Rice
Larry Rice, Executive Director

1576

ROBERT W. STRAUB
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

August 1, 1977

TO

Executive Department
Federal Aid Coordination Unit

Columbia Region Association of Governments
527 S.W. Hall Street
University Center Bldg.
Portland, OR 97201

D E Swan

FROM

D. E. Swan
Federal Aid Engineer

SUBJECT

Notice of Intent for Federal Aid Funds
State Admin. Dist. No. 2
Section: Park Place-Clackamas Community College
Highway: Cascade Highway (ORE 213)
County: Clackamas

Enclosed is a corrected copy of the A-95 Notice of Intent to be attached to the letter sent to you dated July 26, 1977.

BUG:dmc

Attachment

cc: G. L. Green
H. S. Coulter ✓
F. E. Terpin
J. B. Boyd
J. H. Versteeg
Gary Potter
W. J. Hart

Region 1: E. L. Hardt
District 2: W. W. Geibel
Aeronautics Division
Paul Hartwig, Parks
B. L. Gifford

RECEIVED
STATE HWY ENGR
AUG 5'77
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

NOTE
H.S.COULTER

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

NOTIFICATION OF INTENT TO APPLY FOR FEDERAL AID

For Internal Use Only	1-8] PNRS #	Page One

02	12] APPLICANT [45 Dept. of Transportation	46] DIVISION [79 Highway		
03	12] APPLICANT ADDRESS STREET [45 DOT Building	46] CITY [60 Salem	76] ZIP [80 97310	
04	12] CONTACT PERSON [45 D. H. Moehring	46] AREA CODE [48 503	49] PHONE [55 378	56] EXTENSION [59 6563
01	12] PROJECT TITLE [71 Park Place - Clackamas Community College			
11	12] PROJECT LOCATION—CITY Cascade Highway ORE - 213	PROJECT LOCATION—COUNTY Clackamas	PROJECT LOCATION [79 SEC: T: R:	

05 SUMMARY PROJECT DESCRIPTION (ATTACH SUPPORTING DOCUMENTS AS NECESSARY—SEE INSTRUCTIONS ON BACK)

06 12] A 4-lane limited access bypass is proposed which would connect the I-205 Interchange [71

07 12] at Park Place with the existing ORE-213 near Clackamas Community College, Via a [71

08 12] route located East of Oregon City. (See attachment for details) [71

09 12] [71

10 12] [71

12	AMOUNT REQUESTED—FEDERAL FUNDS		NON-FEDERAL MATCHING FUNDS		OTHER	TOTAL
	12] (A) Grant [19	20] (B) Other [27	28] (C) State [35	36] (D) Local [43	44] (E) FUNDS [51	52] (F) FUNDS [60
	8,256,000	-	1,344,000	-	-	9,600,000

13	12] TYPE OF OTHER FEDERAL FUNDS (See 12B) [45	46] TYPE OF OTHER NON-FEDERAL FUNDS (See 12E) [79
14	12] FEDERAL PROGRAM TITLE [71 Title 23 USC Highways	
15	12] FEDERAL AGENCY NAME [45 US Dept. of Transportation	46] FEDERAL SUB-AGENCY NAME [79 FHWA

17 **(A) TYPE OF APPLICANT:** (Check (X) the single most applicable box)

STATE	INTER-STATE	COUNTY	CITY	SCHOOL DISTRICT	SPECIAL DISTRICT	COMMUNITY ACTION	SPONSORED ORGANIZATION	OTHER
☒ 12	☐ 13	☐ 14	☐ 15	☐ 16	☐ 17	☐ 18	☐ 19	☐ 20

(B) TYPE OF ACTION: (Check (X) as many boxes as apply to this action)

NEW GRANT	CONT. GRANT	SUPPL'T GRANT	INCREASE DURATION	DECREASE DURATION	CANCELLATION	INCREASE DOLLARS	DECREASE DOLLARS
☒ 21	☐ 22	☐ 23	☐ 24	☐ 25	☐ 26	☐ 27	☐ 28

(C) HAS DISTRICT CLEARINGHOUSE BEEN NOTIFIED?	(D) REVIEW REQUIRED by A-95	(E) ENVIRONMENTAL IMPACT	(F) HOUSING RELOCATION REQUIRED
Yes ☒ 29 No ☐ 30 Date: July 26, 1977	Yes ☒ 31 No ☐ 32	Yes ☒ 33 No ☐ 34	Yes ☒ 35 No ☐ 36

(G) ESTIMATED APPLICATION FILING DATE:	41] MONTH [42	43] DAY [44	45] YEAR [46
	August	26	1977

ADDITI[illegible]AL INFORMATION—ALL APPL[illegible]ANTS

I. A. Is the project consistent with the city or county comprehensive plan, zoning and subdivision ordinance? No ☐ Yes ☒

I. B. Is the proposal consistent with statewide land use goals? No ☐ Yes ☒

I. C. Is the proposal consistent with state and regional plans? No ☐ Yes ☒

II. Will the project have an impact on a neighboring jurisdiction? No ☒ Yes ☐

If so, is the project consistent with the comprehensive plan for that jurisdiction? No ☐ Yes ☐

III. Explain deviations if any, from pertinent plans.

IV. Federal Catalog number (or Public Law no. and title) 20.205 Highway Planning & Construction

V. Has funding agency been notified? No ☐ Yes ☒ Date: July 26, 1977

VI. If project includes state funds (12C), identify agency Highway

STATE AGENCIES ONLY

VIII. (a) IS PROGRAM BUDGETED ☐ NON-BUDGETED ☐

(b) STATE SHARE

GENERAL FUND CASH	OTHER FUND CASH	IN KIND
$	$	$

(c) FUNDING METHOD

	FEDERAL SHARE		STATE SHARE		TOTAL	
First Year	%	$	%	$	%	$
Second Year	%	$	%	$	%	$
Third Year	%	$	%	$	%	$

(d) WILL PROGRAM REQUIRE HIRING OF NEW STATE EMPLOYEES? No ☐ Yes ☐ Number

(e) Will accounting for this grant be administered by the Executive Dept. Accounting Division? Yes ☐ No ☐

PLEASE ATTACH ANY ADDITIONAL NARRATIVE OR REMARKS

17 (E) This is a category 1 project of major-significant environment impact under Oregon's Action Plan.

OREGON STATE HIGHWAY DIVISION
PROJECT ASSESSMENT
[redacted]

CATEGORY
1 PROJECT

MAJOR - S/G.
IX-78(-)

PART 1. GENERAL INFORMATION

A. Project Identification:

Date June 7, 1977
Section Park Place-Clackamas Community College
Unit (if appl)
County Clackamas
City
Highway Cascade (ORE 213)
State Hwy. No.
Termini: M.P.(if appl)
Length Approximately 4 miles
Region I
Construction Estimate $9.6 million
Program Amount

B. Purpose of Project: To relieve traffic congestion on the north/south arterials of Oregon City, to provide faster, safer passage for north/south through traffic and to reduce conflicts between through traffic and local traffic and activities in Oregon City.

C. Origin & History of Project: ORE 213, a north/south state secondary route, connects I-205 and 99E, just north of Oregon City, with areas south of Oregon City. The route passes through the center of the city on urban arterials, adding through traffic to local traffic volumes. Rapid southward development of Oregon City along ORE 213 has added considerably to the through traffic loads, further increasing congestion. In response to the congestion problem, Oregon City and Clackamas County have for many years strongly promoted the construction of a bypass route east of the city.

D. General Description of Project: A 4-lane, limited access bypass is proposed which would connect the I-205 Interchange at Park Place with the existing ORE 213 near Clackamas Community College, via a route which would be located east of the city.

Alignment: New Bypass for through traffic Existing for local traffic Combined

Typical Section: Existing: No. Lanes 2 & 4; Med. no ; Shldrs. curbed Parking yes
Proposed: No. Lanes 4 ; Med. yes ; Shldrs. yes ; Parking no

Traffic: Existing Facility: Existing ADT 11-20,100; Projected ADT 16-38,000; Yr. 1996
Existing Level of Service D-F (capacity 12,000)

Proposed Facility: Projected ADT 6,000-14,000 local 15,000-38,000 Bypass; Yr. 1996
Projected Level of Service B on bypass and C on existing route

Right of Way: Additional anticipated yes (Yes, No); if yes, give approx. No. Parcels _______

Acres 120; Type of Relocation Req. residential; No. 5-19 homes

Materials Source, Borrow, Waste Disposal Requirements, if any:

To be determined during location surveys.

Type of Structure(s):

Bridge structures would be required for the crossings of Abernethy and Newell Creeks.

Brief Description of River or Stream and Type of Involvement, if any: The project would be likely to have some affects on the floodway capacity of Abernethy Creek, due to fills for bridge approaches. Construction in Newell Creek Canyon would essentially destroy Newell Creek as a biological entity by culverting much of its length for roadbed placement and roadway drainage.

Local City, County or COG priorities of project: The City Council reaffirmed its support of the project in a resolution dated March 10, 1977. The county has done likewise, and CRAG has approved the project for funding under the Mt. Hood Highway transfer funds. The city and county have resolved that the bypass is their first priority under this program.

FHWA and/or OSHD approvals given, if any:

None to date.

Location or Design Alternatives (identify and describe): Suitable alternative locations and designs will be developed as technical and citizen advisory information is gathered. The "No-build" alternative would maintain traffic on the existing routes, continuing serious congestion in downtown Oregon City.

Other Descriptive Information or Comments:

(Attach project sketch map.)

PART II. ENVIRONMENTAL ASSESSMENT

A. Brief Environmental Setting of Project Area:

1. Natural: The project study area passes through the lowland junction of Abernethy and Newell Creeks near the confluence of the Clackamas and Willamette Rivers. It climbs 350 feet elevation to a higher plateau above the Willamette River bluffs.

   Newell Creek has a watershed area of 2 square miles and has limited Coho and Steelhead rearing areas near its confluence with Abernethy Creek. Abernethy Creek drains a watershed of 30 square miles and carries runs of Coho salmon and steelhead trout as well as resident populations of cutthroat trout. There are spawning and rearing areas in the stream. These will be highly sensitive to the effects of the project.

   Newell Creek Canyon contains fairly dense stands of mixed hardwoods and conifers. Steep slopes of the canyon sides limit access to the area and have afforded protection from disturbances by man, thus far. It is therefore an unusual refuge for common species of woodland and riparian wildlife, including deer, in an otherwise domesticated and urbanizing setting.

2. Cultural: Oregon City has developed along and upon a high rock bluff overlooking the easterly side of the Willamette River. The city has engulfed the natural transportation corridor along the river as well as other existing routes to the south. The combination of local and through traffic on local streets has led to severe congestion in the city.

   Areas along the present Highway 213 through Oregon City are densely developed with residential and commercial neighborhoods. Attempts to significantly increase the capacity of this corridor would be extremely disruptive to the older sections of the city, some of which are of historic significance. Numerous school crossings, a school, library, hospital, and City Hall are located on the existing route.

   The bypass corridor study area is centered on Newell Creek Canyon, the west rim of which roughly coincides with the easterly limits of Oregon City. The lower reaches of the canyon, between Redland Road and Beaver Creek Road, are heavily forested and undeveloped. The canyon and the area immediately to the east are designated as urban open space in the county plan.

   The proximity of Newell Canyon to the metropolitan population makes it particularly valuable as a recreational and nature study reserve which could be a great asset to the surrounding area and educational institutions. It is in many ways comparable to the Tryon Creek area, now designated as a state park, near Lake Oswego.

   The area south of Beaver Creek Road is farmland in active transition to urban uses (commercial and light industrial are indicated in the county plan map).

   A relatively newly developed residential neighborhood has developed along Holly Lane on the east rim of the canyon. A church and school are located off Holly Lane on Donovan Road.

   Clackamas Community College is located at the southerly terminus of the study area, creating considerable cross-town traffic.

   A large sanitary landfill occupies the study area north of Redland Road.

B. Preliminary Assessment of Environmental Impacts:

1. **Consequences and Significance of Right-of-Way Acquisition:** Significant amounts of property would be required for the project. Acquisition would require relocation of residents. It would be more difficult to find equivalent replacement housing for older, lower income neighborhoods than for newer, higher income neighborhoods. Tax base would be reduced for some districts.

2. **Estimated Impact on Traffic Patterns:** Through traffic would conflict less with local traffic. As much as 50% of the traffic on route 213 would use the bypass rather than the existing route which uses city streets. Access would be limited (according to County Commission Resolution, April 28, 1977) to I-205 at Park Place interchange, Redland Road, Beavercreek Road and ORE 213 near Clackamas Community College.

   Consequences--Air Quality, Noise, Safety, etc.: Safety, air quality, and noise conditions in downtown Oregon City would improve, due to reduced traffic volumes and reduced congestion. Air contaminants and noise levels would increase in the bypass corridor--particularly in Newell Creek Canyon, where air circulation is reduced by the topography and noise reflection would be greater.

3. **Estimated Impact on Land Use:** Residential and commercial suitabilities would increase in the city center because of improved environmental conditions, and south of the city because of improved north/south access. Residential values immediately adjacent to the project would diminish somewhat, while commercial values in suitably zoned areas would increase. A County Commission resolution dated April 28, 1977 designates lands south of Oregon City for rural development and for retention of natural resources.

   Consequences: Acceleration of development within south city limits; accelerated rural residential development south of the city, and land use responses to improved access, as far south as Molalla.

4. **Expected Impact on Natural Ecological Resources:** Urban open space and natural habitat would be affected by the project. The project could adversely affect terrestrial and aquatic habitats. Any related land development would tend to augment these effects.

   Consequences: Reduction in agricultural and natural lands and habitats. Some reduction in productivity of fisheries, wildlife habitat, and reduction of existing farmland. Increased mortality of terrestrial animals due to road kills and habitat interference.

5. **Expected Impact on Cultural and Scenic Resources:** Depending on the location of the selected route, the project could cause some neighborhood disruption and require several residential relocations. A route located in Newell Creek Canyon would create a pleasant and scenic experience for the highway user, but would essentially destroy the secluded natural qualities of the area, valued by wildlife and non-highway users. A cultural resource survey will be required.

   Consequences: A large scale change in scenic and cultural values and characteristics in the affected corridor.

6. Preliminary Identification of Areas of Critical Concern:
   - A. Newell Creek Canyon (Corridor B)
   - B. Neighborhood east of Newell Canyon along Holly Lane
   - C. Abernethy and Newell Creeks, fisheries
   - D. Southward stimulation of urban development and traffic generation

7. Potential for Controversial Issues: The needs and desires for convenience, safety, development preservation of natural areas and farmland, and neighborhood integrity will conflict during the development of this project. Project development will involve identification, resolution and compromise of these conflicts.

8. Potential for Consistency of Proposal With:

   a. Clean Air Implementation Plans - The project would improve air quality in downtown Oregon City by reducing traffic volumes and congestion but would increase auto exhaust emissions in the new corridor. There would be a net reduction in emissions per vehicle, but generation of larger traffic volumes by the facility would increase total quantities. Indirect source permit is required.

   b. Noise Standards - Project would reduce traffic in residential and commercial area, but would drastically increase noise in formerly unaffected areas. A noise study report will be required.

   c. Water Quality Standards- Turbidities, velocities, aeration, temperatures and solar inputs in Newell and Abernethy Creeks would be affected by the project. These in turn have direct effects on the biological productivities of the streams. There would be a net reduction in water quality and habitat values.

   d. Area Land Use and Transportation Plans, and Zoning - The project is shown on the transportation element of the Clackamas County Comprehensive Plan (it is referred to as the "Newell Creek Bypass").

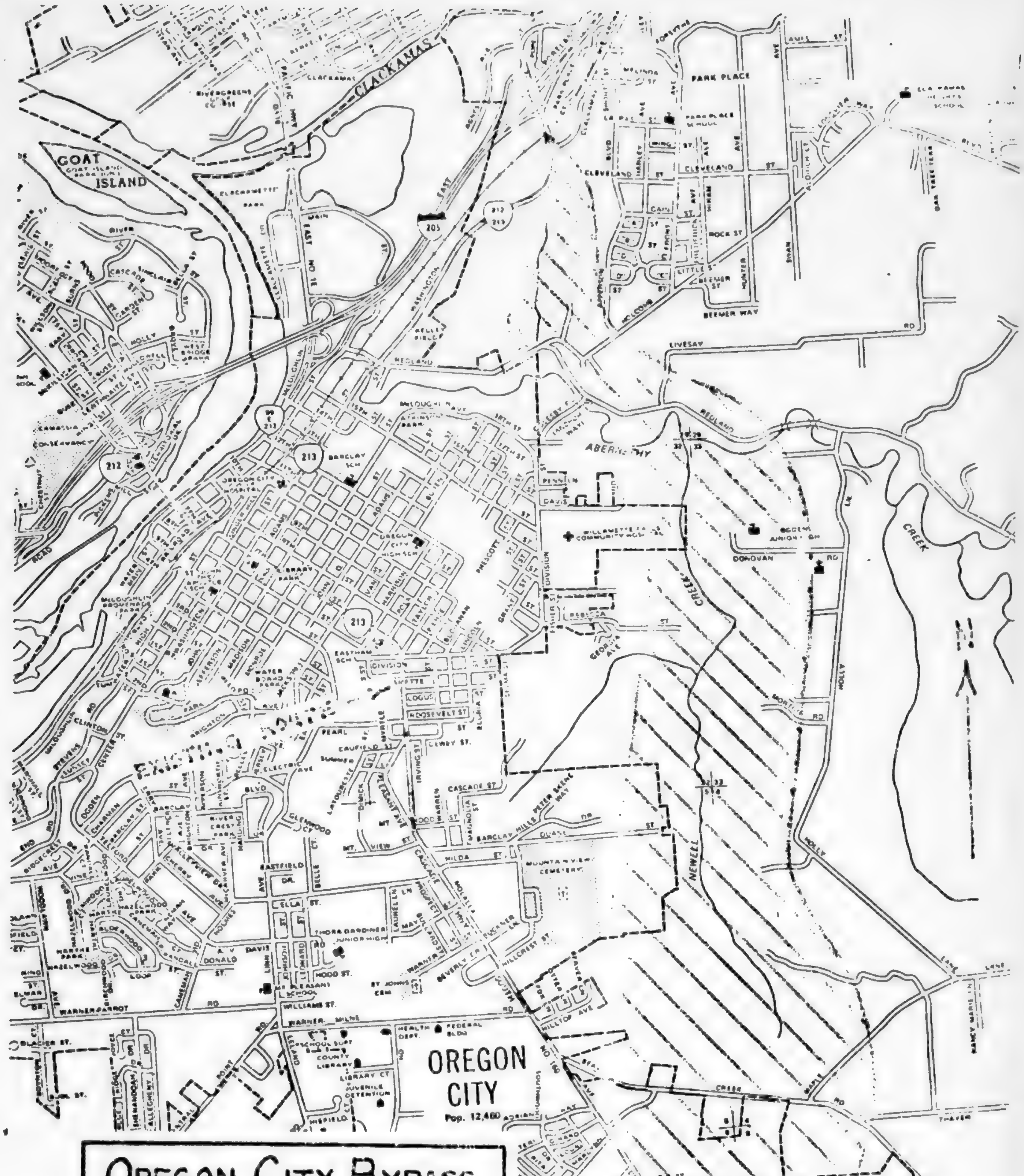
C. Recommended Type of Action and Documentation:

-------------MAJOR ACTION----------------- ----NON-MAJOR ACTION-----

SIGNIFICANT:	NON-SIGNIFICANT:	
x D & FEIS	____ D & F Neg.Dec.	____ ASSESSMENT ONLY
____ Section 4(f)	____ Section 4(f)	____ STATEWIDE ASSESSMENT

Basis for Type of Action and Documentation: A new study corridor is considered in this project. The environmental impacts of the project are of a significance fully justifying the preparation of an environmental impact statement which documents them.

D. Recommended Project Category: x 1 ____ 2 ____ 3 ____ 4



Oregon City Bypass Study Area

0
1/4
1/2
3/4
1
SCALE (MI.)
GOAT ISLAND
CLACKAMAS
PARK PLACE
CLEVELAND ST
ROCK ST
BEEMER WAY
205
212
213
REDLAND
LIVESAY
ABERNETHY
McLOUGHLIN BLVD
WILLAMETTE FALLS COMMUNITY HOSPITAL
OGDEN JUNIOR HIGH
DONOVAN RD
DIVISION
OREGON CITY HIGH SCH
BARCLAY SCH
EASTHAM SCH
NEWELL CREEK
HOLLY
MOUNTAIN VIEW CEMETERY
THOMAS GARDINER JUNIOR HIGH
WARNER PARROT RD
WARNER MILNE
HILLTOP AVE
OREGON CITY
Pop. 12,460
CLACKAMAS COMMUNITY COLLEGE
GAFFNEY LANE SCH
THAYER
CREEK

(#2)

ROBERT W. STRAUB
GOVERNOR

DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY BUILDING • • SALEM, OREGON • • 97310

July 26, 1977

TO **Executive Department**
Federal Aid Coordination Unit

Columbia Region Association of Governments
527 S.W. Hall Street
University Center Bldg.
Portland, OR 97201

FROM D. E. Swan
Federal Aid Engineer

SUBJECT **Notice of Intent for Federal Aid Funds**
State Admin. Dist. No. 2
Section: Park Place-Clackamas Community College
Highway: Cascade Highway (ORE 213)
County: Clackamas

In accordance with Executive Memorandum 02-270-20, attached are copies of the Notices of Intent for the subject project.

Early programing of this project for advance planning in anticipation of future construction is necessary; therefore, your prompt attention to this proposal will be appreciated.

Allowing time for your review, we estimate the date of filing for federal aid funds on this project to be August 26, 1977.

BLG: dmc

Attachment

cc: **G. L. Green**
H. S. Coulter✓
F. E. Terpin
J. B. Bovd
J. H. Versteeg
Gary Potter
W. J. Hart

Region 1 **:** E. L. Hardt
District 2 **:** W. W. Gerbel
Aeronautics Division
Paul Hartwig, Parks
B. L. Gifford

RECEIVED
STATE HWY ENGR
AUG 1'77
REFER TO
FOR
Info Inves R/D D/R Sign Act File

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

NOTIFICATION OF INTENT TO APPLY FOR FEDERAL AID

For Internal Use Only	1-8] PNRS #	Page One

02	12] APPLICANT [45 Dept. of Transportation	46] DIVISION [79 Highway		
03	12] APPLICANT ADDRESS STREET [45 DOT Building	46] CITY [60 Salem	76] ZIP 97310	
04	12] CONTACT PERSON [45 D. H. Moehring	46] AREA CODE [48 503	49] PHONE [55 378	56] EXTENSION [59 6563
01	12] PROJECT TITLE [71 Park Place - Clackamas Community College			
11	12] PROJECT LOCATION—CITY Cascade Highway ORE - 213	PROJECT LOCATION—COUNTY Clackamas	PROJECT LOCATION [79 SEC: T: R:	

05 SUMMARY PROJECT DESCRIPTION (ATTACH SUPPORTING DOCUMENTS AS NECESSARY—SEE INSTRUCTIONS ON BACK)

06 12] A 4-lane limited access bypass is proposed which would connect the I-205 Interchange [71

07 12] at Park Place with the existing ORE-213 near Clackamas Community College, Via a [71

08 12] route located East of Oregon City. (See attachment for details) [71

09 12] [71

10 12] [71

12	AMOUNT REQUESTED—FEDERAL FUNDS		NON-FEDERAL MATCHING FUNDS		OTHER	TOTAL
	12] (A) Grant [19	20] (B) Other [27	28] (C) State [35	36] (D) Local [43	44] (E) FUNDS [51	52] (F) FUNDS [60
	8,256,000	-	1,344,000	-	-	9,600,000

13	12] TYPE OF OTHER FEDERAL FUNDS (See 12B) [45	46] TYPE OF OTHER NON-FEDERAL FUNDS (See 12E) [79
14	12] FEDERAL PROGRAM TITLE [71 Title 23 USC Highways	
15	12] FEDERAL AGENCY NAME [45 US Dept. of Transportation	46] FEDERAL SUB-AGENCY NAME [79 FHWA

17 **(A) TYPE OF APPLICANT:** (Check (X) the single most applicable box)

STATE	INTER-STATE	COUNTY	CITY	SCHOOL DISTRICT	SPECIAL DISTRICT	COMMUNITY ACTION	SPONSORED ORGANIZATION	OTHER
☒ 12	☐ 13	☐ 14	☐ 15	☐ 16	☐ 17	☐ 18	☐ 19	☐ 20

(B) TYPE OF ACTION: (Check (X) as many boxes as apply to this action)

NEW GRANT	CONT. GRANT	SUPPL'T GRANT	INCREASE DURATION	DECREASE DURATION	CANCELLATION	INCREASE DOLLARS	DECREASE DOLLARS
☒ 21	☐ 22	☐ 23	☐ 24	☐ 25	☐ 26	☐ 27	☐ 28

(C) HAS DISTRICT CLEARINGHOUSE BEEN NOTIFIED?	(D) REVIEW REQUIRED by A-95	(E) ENVIRONMENTAL IMPACT	(F) HOUSING RELOCATION REQUIRED
Yes ☒ 29 No ☐ 30 Date: July 26, 1977	Yes ☒ 31 No ☐ 32	Yes ☒ 33 No ☐ 34	Yes ☒ 35 No ☐ 36

(G) ESTIMATED APPLICATION FILING DATE:	41] MONTH [42 August	43] DAY [44 26	45] YEAR [46 1977

Form PNRS-1 Page 1

ADDITIONAL INFORMATION – ALL APPLICANTS

I. A. Is the project consistent with the city or county comprehensive plan, zoning and subdivision ordinance? No ☐ Yes ☒

I. B. Is the proposal consistent with statewide land use goals? No ☐ Yes ☒

I. C. Is the proposal consistent with state and regional plans? No ☐ Yes ☒

II. Will the project have an impact on a neighboring jurisdiction? No ☒ Yes ☐

If so, is the project consistent with the comprehensive plan for that jurisdiction? No ☐ Yes ☐

III. Explain deviations if any, from pertinent plans.

IV. Federal Catalog number (or Public Law no. and title) 20.205 Highway Planning & Construction

V. Has funding agency been notified? No ☐ Yes ☒ Date: July 26, 1977

VI. If project includes state funds (12C), identify agency Highway

STATE AGENCIES ONLY

VIII. (a) IS PROGRAM BUDGETED ☐ NON-BUDGETED ☐

(b) STATE SHARE

GENERAL FUND CASH	OTHER FUND CASH	IN KIND
$	$	$

(c) FUNDING METHOD

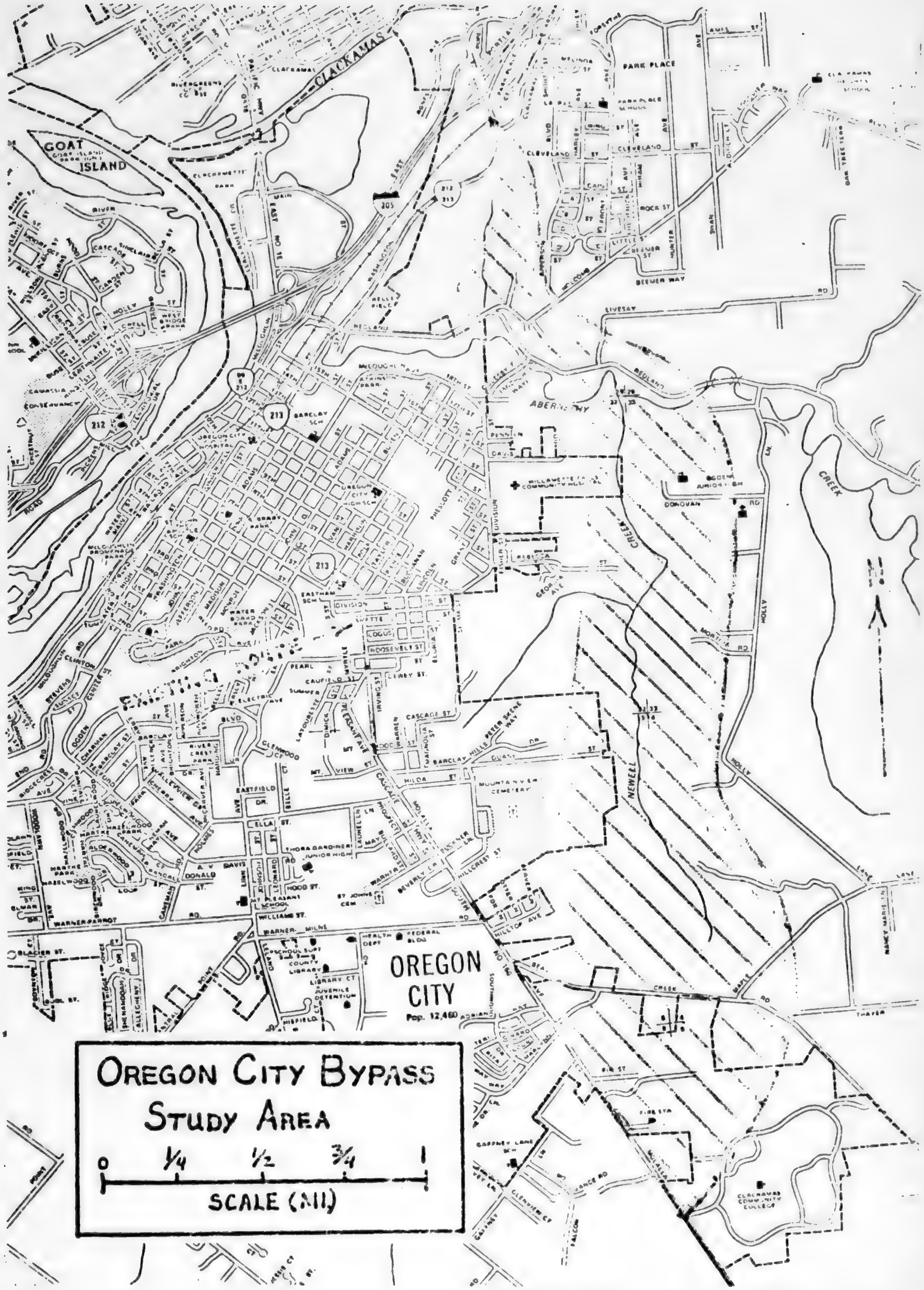
	FEDERAL SHARE		STATE SHARE		TOTAL	
First Year	%	$	%	$	%	$
Second Year	%	$	%	$	%	$
Third Year	%	$	%	$	%	$

(d) WILL PROGRAM REQUIRE HIRING OF NEW STATE EMPLOYEES? No ☐ Yes ☐ Number

(e) Will accounting for this grant be administered by the Executive Dept. Accounting Division? Yes ☐ No ☐

PLEASE ATTACH ANY ADDITIONAL NARRATIVE OR REMARKS

17 (E) This is a category 3 project of major-non significant environment impact under Oregon's Action Plan.



OREGON CITY BYPASS
STUDY AREA

0
1/4
1/2
3/4
1
SCALE (MI)
OREGON CITY
Pop. 12,460
GOAT ISLAND
CLACKAMAS
PARK PLACE
ABERNETHY
NEWELL CREEK
CREEK
HOLLY
EXISTING ROUTE
BARCLAY HILLS
MOUNTAIN VIEW CEMETERY
WILLAMETTE FALLS COMMUNITY HOSPITAL
OREGON CITY HIGH SCH
BARCLAY SCH
GARDINER JUNIOR HIGH
COUNTY LIBRARY
JUVENILE DETENTION
HEALTH DEPT
FEDERAL BLDG
GAFFNEY LANE SCH
CLACKAMAS COMMUNITY COLLEGE
WARNER-MILNE
WARNER PARROTT
DIVISION
REDLAND
BEEMER WAY
MOLALLA
THAYER
HILLTOP AVE
HILLCREST ST
CLEVELAND ST
ROCK ST
212
213
205
99E

STATE OF OREGON **INTEROFFICE MEMO**

TO: E. S. Hunter
Deputy State Highway Engineer

DATE: July 7, 1977

FROM: Gerald Wimer Gerald Wimer
Local Government Programs Engineer

SUBJECT: PROJECT ASSESSMENT
Park Place-Clackamas Community College
Cascade (ORE 213)
Clackamas County

Attached for your information is an assessment, concurred in by the Federal Highway Administration.

Program Management classifies this section as a Category 1 project of MAJOR-SIGNIFICANT action.

Your approval will place this project in our Project Management System and allow its development in accordance with Action Plan procedures.

BLG:dpy

Attachment

cc: J. B. Boyd (3)
L. E. George
W. J. Hart
C. T. Keasey
J. H. Versteeg (4)
F. E. Terpin (3)
G. A. Potter (2)
George Bell
R. E. Royer
Surfacing Design - Lab Bldg.
Region Metro: R. N. Bothman
District 2: W. W. Geibel
Region 1 Geologist: Dan Gano
B. L. Gifford

ESH
Date 7-7-77

RECEIVED
STATE HWY ENGR
JUL 6 '77
REFER TO

FOR

Info	Inves	R/D	D R	Sign		File

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem, Oregon 97308

DATE: June 24, 1977

In reply refer to: HA.1-OR

SUBJECT: Oregon Project IX-78(-)
PROJECT ASSESSMENT
Park Place-Clackamas Community College
Clackamas County

FROM : G. L. Green, Division Administrator

To : Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon 97310

The subject project assessment submitted with Mr. Wimer's June 13, 1977, memorandum has been reviewed.

We concur with your finding that the proposed project constitutes a major action requiring the preparation of an Environmental Impact Statement.

The proposed standards, design and other specific details contained in the assessment will be subject to future reviews at the appropriate stage during the project development. Also, it is noted that this route is not presently on the Federal-aid System.

Malach
for G. L. Green

cc:
ODOT (Laux)
" (Region 1, Markham)
OSHD (Potter)

RECEIVED
STATE HWY ENGR
JUN 27 '77
REFER TO

orig to

DATE: June 9, 1977

TO: Oregon Transportation Commission

FROM: F. B. Klaboe
Chief of Operations

SUBJECT: Finance Approval
Federal Aid Primary Projects

On the Consent Calendar for the June 21 meeting will be requests to proceed with preliminary engineering on three projects funded with Mt. Hood transfer funds.

The projects and their costs are:

Section	Highway	Federal Funds	Local Match
Columbia Blvd.-Weidler St.	Pacific East	$300,300	$49,700
Park Place-Clackamas Community College	Cascade	292,500	48,500
I-205 - Boring Road	Clackamas	119,200	19,800

These projects were prioritized by CRAG, concurred in by the Governor and approved by the Secretary of Transportation. The local match will be provided by the City of Portland on the first project; State bond funds and the City of Oregon City on the second project; and Clackamas County on the third.

Your approval is recommended.

bc:
C. W. Head
E. S. Hunter
L. W. Rulien
V. E. Skoog
D. N. Harwell
Robert A. Burco
R. L. Schroeder
L. E. George
E. L. Hardt
D. E. Swan
H. S. Coulter
R. N. Bothman
F. E. Terpin
Max Klotz

DES:ljt srb

STATE OF OREGON **INTEROFFICE MEMO**

TO: L. W. RULIEN
Program Management Engineer

DATE: May 20, 1977

FROM: ROBERT N. BOTHMAN
Asst. State Highway Engineer

Robert Bothman

SUBJECT: Project Requests for Programming:
Oregon City Bypass
221st/223rd Avenues, Gresham
Union Avenue, Portland
Highway 212

RECEIVED
DOT OPERATIONS
MAY 24 '77
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

The CRAG Board of Directors approved the subject projects for 103(e)(4) funding on April 28, 1977. The conditions placed on the projects by CRAG will be addressed in the project development process. Funding authorized in resolutions indicates federal participation.

Attached is a draft letter to Governor Straub requesting his concurrence on the subject projects and their transmittal to the Secretary of Transportation through ODOT and the Oregon division of FHWA for programming. A draft letter for the Governor's transmittal of the project requests is also attached.

The CRAG Board resolution authorizes preliminary engineering, right-of-way, and construction for the Oregon City Bypass, 221st/223rd Avenues, and Union Avenue projects. The Board resolution authorizes preliminary engineering only for the Highway 212 project. Programming for all four of these projects should be for preliminary engineering only, with programming for right-of-way and construction to follow pending completion of preliminary engineering.

A project request packet is attached for each of the projects, which includes:

1. The Federal Aid project request
2. The environmental assessment
3. The Authority for Survey
4. The project agreement checklist (to initiate the local jurisdiction agreement)
5. The CRAG Board resolution
6. The local jurisdictions' resolution(s)
7. Additional, supporting documentation

The project assessment attached for the Highway 212 project has been previously approved. In addition, this project has previously been circulated and received A-95 approval.

The project assessments have been submitted to Gary Potter for the Oregon City Bypass, 221st/223rd Avenues, and Union Avenue projects.

NOTED
F. B. KLABOE

These data and steps should complete the effort by the Metro section and provide the necessary input to result in an authority to proceed with the subject projects.

mb
attachments
cc: F. B. Klaboe
E. S. Hunter
J. H. Versteeg
G. A. Potter
J. B. Boyd

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...arver, where a tree fire had to be ...ed before work began, but said the other sec... were back in operation within an h...

He said the other major problem wa... ear Colton where a tree knocked out all lines. "It took everything down," he said. "It affected about 15 square miles in that area."

He said there were various other small problems created by the storm but "we got everything back in operation by 7:30 p.m."

on the west side of the river."

Hazel Broderick, secretary of the Clackamas County Road section said "it wasn't re... too bad."

She said there were two calls ...ar Wilsonville where trees blocked the highways and one at Cary Road in Estacada but road crews quickly cleared the areas for normal traffic flow.

The Clackamas County Sheriff's Office said there were no emergency calls as a result of the freak storm.

Bill Parrish, Oregon City engineer, said, "as far as city facilities go, we had a couple of trees blow over in Clackamette Park but that's about it."

Bob Nelson, city mechanic for Gladstone, said of the storm, "No; we had a pretty easy time. Just lost our power for about 45 minutes."

In West Linn, the biggest problem was a driver who lost control of his car in the initial heavy wind gusts and was involved in a four-car accident with three parked vehicles.

Don Alan Emerson, 2108 7th Ave., was traveling on Highway 212 at 15th Street when he lost control of his car and hit a parked vehicle. He then struck a second parked vehicle which in turn struck a fourth car — that one also parked.

Inside story

General news .... Pages 2, 6, 7 and 8
About People .... Page 3
Sports .... Pages 4 and 5
Comics, TV, Crossword .... Page 7
Local Briefs .... Page 7
Everybody's Business .... Page 7
Classified advertising .... Pages 8 and 9
Opinions .... Page 10

NOTED
H. S. COULTER

Oregon City Bypass showdown Thursday

By PAUL C. MERZ
EC City Editor

Mayor Dean Nichols, a longtime advocate of the Oregon City Bypass, will carry the local banner for the $9.6 million project personally at a "showdown meeting" of the Columbia Region Association of Governments (CRAG), the Enterprise Courier learned today.

The area's earlier spokesman for the project—City Engineer Bill Parrish and others who have worked on refining the Bypass proposal—will also attend Thursday's CRAG meeting, during which the project is expected to receive final approval.

"This Bypass has been a need here since 1954," said Nichols, "and we need it far greater today than we ever did before."

The mayor, who will make a 10-minute presentation to CRAG board members Thursday night, predicted there would be "chaos in Oregon City" in years to come if the Bypass should not be approved.

Veteran CRAG observers have indicated the possibility of "bypassing" the Bypass to be only a remote one. An informal survey of key votes on the issue by The Enterprise Courier—taking into account the present and past positions of several prestigious members of the CRAG board—indicates sufficient votes for approval of the Oregon City Bypass on the first go-round at Thursday's meeting.

CRAG staff recommendations on the Bypass and at least 12 other projects seeking a share of $34 million in funds remaining from the defunct Mt. Hood Freeway project are not expected to be made public until shortly before the meeting at 7:30 p.m. Thursday.

Nichols, at the meeting, is expected to be armed with resolutions from both the Oregon City Commission and the Clackamas County Commission answering questions uppermost in the mind of several CRAG board members regarding allocation of funds for the highway projects.

Among them reportedly will be pledges of "matching funds" from local government agencies for the Oregon City Bypass, and resolutions pledging that no "strip development or increased urbanization" would emerge as offshoots of the Bypass construction.

Both city and county formally have designated the project as top priority in their respective jurisdictions.

At least two of Nichols' fellow members of the Oregon City Commission—Commissioners Bob Andrew and Alayne C. Woolsey— have indicated they plan to attend Thursday's meeting.

County Commissioner Ralph Groener told the EC he, too, will be there. It was Groener who, on March 31, represented the county as an alternate delegate for Commissioner Stan Skoko, whose resignation from the CRAG board does not take effect officially until May 15.

Other local officials expected to attend Thursday's session include City Manager Al Simonson, Parrish, and John McIntyre, Clackamas County Director of Public Works, and County Engineer Winston Kurth.

The highway projects, according to a CRAG spokesman, are expected to come up for discussion, review and allocation at about 8:45 p.m. The meeting is scheduled to begin at 7:30 p.m. at CRAG headquarters, 527 S.W. Hall in Portland.

Panel widens Bottle Bill ban

SALEM, Ore. (UPI) — A measure expanding the Oregon Bottle Bill to ban use of plastic containers for beer and carbonated soft drinks was approved today by the House Environment and Energy Committee.

Rep. Grattan Kerans, D-Eugene, said his bill (HB2008) would not include plastic containers for wine, other liquids or foods. He said it would not include plastic containers for milk.

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Bangs, an expert in ...
and lecturer on cold wea...
credited personally with
volunteer in 55, high-
during the past 10 year...

The Helicopter Herois...
tion of the national A...
Association and the L...
Corp., is presented a...
bravery in helicopter r...

Honorable mention in...
will be presented to
Hospital System's "Fli...
for their work in treatin...
100 victims of last yea...
Canyon, Colo.

Court vo...

WASHINGTON (UP...
today, on a 5-4 vote, ...
which allowed illegitim...
their mothers but not ...

At the same time th...
allowing immigration
legitimate children of ...
who are U.S. citizens o...
of this country.

COFFE... BREA...

INTERESTING NEWS-BI...

The biggest small-...
County could be the
the Sheriff's Office. S...
own, it sometimes r...
money or threats. At
coffee — but no cu...
deputies putting thei...
grows daily.

Better late than
Oregon City, receiv...
today from her Mo...
Monday.

And Joan Kohl is
God loves you and ...

PHONE IN YOUR TIDBI...

Rain ch...

Partly cloudy wea...
this afternoon with ...

Temperatures are
60s today and Wedn...
the 40s tonight.

Chance of precipit...
ping to 10 per cent

Oregon City recor...
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period ending at 4 ...

Thoug...

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coaxed down the ...
Twain

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON

76-7
76-42

In the Matter of Prioritizing Regionally
Significant Transportation Facilities
within the Jurisdictional Limits of
Clackamas County.

RESOLUTION NO. 77-427

This Matter coming on at this time and it appearing to the Board that Resolution No. 76-1030 prioritizes regionally significant projects utilizing Mt. Hood Freeway Withdrawal Funds, namely

1. Highway 212 - From I-205 Interchange to Carver Junction: A project that can be quickly implemented which is impacted by the deletion of the Mt. Hood Freeway.

2. Oregon City By-pass - From Park Place Interchange on I-205 to Highway 213: A project regionally significant, with critical traffic problems.

and,

It further appearing to the Board that there are insufficient funds for all qualifying regionally significant projects for Mt. Hood Freeway Funds and priorities are required of each jurisdiction, now therefore

IT IS HEREBY ORDERED that Clackamas County's first priority project for funding from withdrawn Mt. Hood funds shall be the Oregon City By-pass from Park Place Interchange on I-205 to Highway 213, just south of Oregon City, and

IT IS FURTHER ORDERED that Clackamas County's second priority project for funding from withdrawn Mt. Hood funds shall be Highway 212 from I-205 Interchange easterly to the Carver Junction, and

IT IS FURTHER ORDERED that if Mt. Hood Withdrawal Funds are limited to such an extent that only one project within the jurisdictional limits of Clackamas County can be funded from this source, that Clackamas County urge the Columbia Region Association of Governments to prioritize Highway 212 from I-205 easterly to the Carver Junction as the No. 1 regional priority project for the use of Federal Aid Primary Funds.

DATED this 22nd day of March, 1977.

BOURD OF COUNTY COMMISSIONERS

Chairman

Ralph Groener
Commissioner

Commissioner

PE PR1 PR2 DE
C.[illegible]D. - METRO
[illegible] 8 1977
FILE T/A

PW

RECEIVED
DOT OPERATIONS

Significant Transportation Facilities
within the Jurisdictional Limits of
Clackamas County.

This Matter coming on at this time and it appearing to the Board that Resolution No. 76-1030 prioritizes regionally significant projects utilizing Mt. Hood Freeway Withdrawal Funds, namely

1. Highway 212 - From I-205 Interchange to Carver Junction: A project that can be quickly implemented which is impacted by the deletion of the Mt. Hood Freeway.

2. Oregon City By-pass - From Park Place Interchange on I-205 to Highway 213: A project regionally significant, with critical traffic problems.

and,

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DATED this 22nd day of March, 1977.

BOURD OF COUNTY COMMISSIONERS

Chairman

Ralph Groener
Commissioner

Commissioner

PE PR1 PR2 DE
C.S.H.D. = METRO
8 1977
FILE T/A

PW

cc KLABOE

RECEIVED
DOT OPERATIONS
MAR 30 '77
REFER TO
FOR
Info Inves R/D D/R Sign Act File

NOTED
F. B. KLABOE

H. Scott Coulter

February 8, 1977

Senator Dick Groener
State Capitol

NOTED
E. S. HUNTER

Dear Senator Groener:

Here is the information you requested on the Oregon City Bypass. Let me know if I can be of further help to you.

Scott

Scott Coulter
State Highway Engineer

bc R. A. Burco
F. B. Klaboe
E. S. Hunter
R. L. Schroeder
R. N. Bothman
R. P. Hamilton

Cy Tenpin
Rubien
Hal + Hank
2-8-77

OREGON CITY BYPASS PROJECT

The local jurisdiction responsible for prioritizing and selecting projects to be funded from the Mt. Hood monies is the CRAG Board of Directors. The Board has only been able to come to agreement on the Banfield, Sunset and Oregon City Transit Corridors and several Southeast Portland projects.

The Department of Transportation has completed reconnaissance studies of the Oregon City Bypass, including down-scoping it to lower the costs and impacts to the region. Local funding to match any federal funds will be required from the City and County. State funds are only available for the auto improvements in the three major corridors.

There is general support for the Bypass in the region, but no jurisdiction is willing to select projects such as the Oregon City Bypass fearing loss of opportunity for other projects in which they have an interest. There are not sufficient funds for all the projects submitted by the local jurisdictions.

CRAG staff has completed an analysis of the regional projects which does provide a review of all projects proposed by the local jurisdictions. This analysis determined the Bypass to be a needed regional project. The report did not resolve the task of prioritizing the projects.

At the January 27, 1977 CRAG Board meeting, the CRAG staff was directed to develop a series of alternative policies related to the region's transportation problems. Further, the CRAG staff was instructed to report to the Board on the implications in terms of investment strategies that these policies might have. The Board is to have a special workshop in early March to review the alternative policies for the use of the funds. An alternative policy to be considered might include such concepts as use of the transfer funds to support the Interstate corridors, use of the funds for a large number of low-cost improvements throughout the region, or use of the transfer funds for a few large investments such as the Oregon City Bypass.

Following CRAG Board review and policy direction, the locally proposed projects such as the Oregon City Bypass will be analyzed in terms of policies and recommendations made. This is expected to occur in late March or in April.

Action by the Tri-Met Board Monday, February 7, asks CRAG to consider light rail transit in the Banfield Corridor at a cost of $100 million. Likely this will lead to consideration of light rail transit in all the corridors.

If selected as the preferred alternative for moving people in the region, it might be necessary to hold the Mt. Hood monies for these three corridors and funds would not be available for other projects such as the Oregon City Bypass.

February 8, 1977
RNB:ia

CRAG

COLUMBIA REGION ASSOCIATION of GOVERNMENTS

527 S.W. HALL STREET
PORTLAND, OREGON 97201

(503) 221-1646

LARRY RICE, EXECUTIVE DIRECTOR

REGULAR MEMBERS

CLACKAMAS COUNTY
- Barlow
- Canby
- Estacada
- Gladstone
- Happy Valley
- Johnson City
- Lake Oswego
- Milwaukie
- Molalla
- Oregon City
- Rivergrove
- Sandy
- West Linn
- Wilsonville

MULTNOMAH COUNTY
- Fairview
- Gresham
- Maywood Park
- Portland
- Troutdale
- Wood Village

WASHINGTON COUNTY
- Banks
- Beaverton
- Cornelius
- Durham
- Forest Grove
- Gaston
- Hillsboro
- King City
- North Plains
- Sherwood
- Tigard
- Tualatin

ASSOCIATE MEMBERS

CLARK COUNTY
- Vancouver
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Columbia City
Scappoose
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The Port of Portland
Tri-Met
The State of Oregon

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FOR
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October 18, 1976

Commissioner Dean Nichols
Clackamas County Courthouse
Oregon City, Oregon 97045

Dear Commissioner Nichols:

I would like to apologize for the curt way I cut short the presentation of your delegation...it will not happen again. Still, I feel that the Committee got a clear indication of the needs perceived in your jurisdiction and, as a result, will be able to evaluate your proposal more fairly. Your delegation made clear the critical congestion, accessibility, and safety problems that could be favorably impacted by the construction of the Oregon City By-Pass.

The Interestate Transfer Committee (ITC) would like to expedite the consideration of the merits of each project. Recognizing that the request for Mt. Hood Freeway transfer funds has greatly exceeded the available dollars, the Committee is looking closely at each project request to determine if there are ways of getting more improvement per dollar spent. It appears that in many areas, a less than ideal solution may have to be considered in order to maximize the effectiveness of available money.

The Committee is now aware of the many years that the Oregon City By-Pass has been under consideration, and that the reconnaissance work has been performed on the By-Pass. The Committee will be working with Oregon Department of Transportation, your City Engineer, Bill Parish, and Clackamas County to obtain a complete set of technical data (accidents, current and forecasted traffic volumes, community environmental impacts, costs and low cost alternatives) for analysis of the By-Pass project. In this way an appropriate recommendation on all projects, balancing the merits of each project with our constraints, can be forwarded to the Board of Directors.

The "CRAG process" may seem cumbersome and bureaucratic. However, I would like to point out that CRAG provides a

cc Burco
Klaboe
Coal for
Bothman

NOTED
F. B. KLABOE

forum for local governments to jointly make these difficult decisions. I encourage you to work with your technical representatives on the CRAG Transportation Technical Advisory Committee (Winston Kurth and Wayne Daigle) and Stan Skoko, Clackamas County's representative on the CRAG Board of Directors. Your direct participation is also welcome at any CRAG meeting involving the By-Pass or other transportation issues. For your information, the ITC meets each Thursday at 8:30 a.m. Should you have any questions on the transfer process, CRAG staff can be contacted at any time.

Sincerely,

Rick Gustafson

Rick Gustafson

RG:TV:dc
5/1-2

Thursday, October 14, 1976

Oregon City group cut off during hearing on bypass

By PAT FILIP
EC Staff Writer

PORTLAND — The Interstate Transfer Committee of the Columbia Region Association of Governments (CRAG) cut short testimony today by representatives from Oregon City seeking Mt. Hood Freeway funds to finance an Oregon City Bypass.

A roomful of Oregon City residents crowded the meeting and not all had a chance to speak before CRAG Committee Chairman Tom Gustafson said, "This is not a public hearing. I have to leave in 20 minutes and we have other testimony to hear. It's near election time and I have other little things to run around and do today."

Oregon City Commissioner Dean Nichols stood up and exclaimed, "Are we to understand that we are walking away with just another problem and no solution?"

Gustafson invited Oregon City Engineer Bill Parrish to meet further with the board and expressed some doubt that Oregon City would receive the $17 million dollars to finance the bypass.

He said it represents a very large chunk of the $22 million dollars available for regional projects.

Gustafson said the committee will continue to discuss the issue and final allocation will be decided in December.

Members of the CRAG Commission said Oregon City should file more detailed information with the State Highway Department.

"We're a technical group," Gustafson said. "We need assurance of payment of local share, figures on daily traffic in the area and more exact estimates of the cost of the project." We hate to rely on a state bond analysis done over three years ago."

Members of the commission also suggested Oregon City officials consider what could be done with less money.

"How much help can we be with a project of lower cost?" asked committee member Tom Vanderzanden. He said cost of the project had risen from $7 million (proposed for a two-lane bypass) to $15 million which the state highway department said is now needed for a four-lane bypass. He suggested that maybe CRAG could allocate enough money from Mt. Hood Freeway Funds to finance a study of the project and investigative work.

Oregon City officials are seeking about $17 million dollars of the now defunct Mt. Hood Freeway Funds for a bypass over Highway 213 to provide another means for traffic to travel to and from the Hilltop Area.

While the amount of money left over from the Mt. Hood Freeway Fund amounted to about $200 million dollars, $153 million dollars already has been allocated for development of Banfield, Sunset, and Oregon City highway corridors and $20 million has been set aside for projects in Southeast Portland.

Gustafson said of the remaining $22 to $30 million dollars, the committee had requests amounting to more than $80 million.

At the meeting City Engineer Bill Parrish explained that more than 20,000 cars a day travel an area that was designed to accompany only 10,000. It also was explained that Oregon City is growing tremendously as evidenced by increase in building permits. City Manager Al Simonson reported building permits jumped from 118 issued in 1971 to 214 issued thus far in 1976.

"If we can't bring people into the freeways, what the hell is a transit corridor going to do?" Simonson said. "We'd be more fortunate and get more of our share of funds if we were in Eastern Oregon."

Bud Andrew, Oregon City accountant and city commission candidate, said, "It's impossible to plan any orderly growth to comply with CRAG regulations until this bypass issue is resolved.

Bob Bothman

By the way many of the ITC member were upset by Rick's comments on the CRAG staff. The Oregon City people were upset with their "reception" & I tend to agree. Ted.

Mayor McBride is sending a letter of apology from CRAG.

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION
INTER-OFFICE CORRESPONDENCE
Portland, OR 97213
October 15, 1976

FILE: INT 9

FROM: TED SPENCE
Planning Coordinator

SUBJECT: Interstate Transfer Committee meeting, October 14, 1976

TO: ROBERT N. BOTHMAN
Ass't. State Highway Engineer

The regular members were in attendance. The agenda concerned presentations from representatives of local government on:

1.	Oswego Bridge project	$2 million
2.	Oregon City Bypass	$15 million
3.	Highway 212	$7.6 million
4.	Highway 217 interchange	$10 million
5.	Highway 217 and 72nd Avenue ramps	$1.7 million
6.	Union Avenue	$3 to $4 million
7.	E. Burnside and Sellwood Bridge	$2.6 million, and $400,000
8.	Gresham transit station	$2.9 million
9.	N. Lonbard extension	$732,000

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Representative Martin made the presentation on the Lake Oswego Bridge. He expressed some displeasure with the state on its efforts to solve the problem on a state highway. The chairman of the ITC didn't seem happy that the project was being submitted for transfer funding. This is the project the state submitted for FAU PE and was refused by the TIP subcommittee.

Oregon City was well represented, and Commissioner Nichols, City Engineer Bill Parrish, City Manager Alfred Simonson, and a number of others commented. After Doug Wright's remarks it became obvious the committee didn't know about previous work performed on the project, and the state was criticized for their lack of information. There seemed to be support for the project in a down-scoped manner.

Winston Kurth gave the pitch on Highway 212. Questions concerned the down-scoping to a left-turn lane, etc.

Bruce Clark said a few words on the 72nd Avenue/Highway 217 interchange. It seems the project is a go.

NOTED
F. B. KLABOE

Tom Spear's biggest issue with the Highway 217/Sunset interchange was its omission from the Sunset transitway project. This was sent to the ICC for resolution. Bob Bothman's memo was discussed in this respect.

The E. Burnside component was presented by Bebe Rucker. Questions included the downscoping of this effort.

The extension of the Powell project to I-205 was briefly discussed, and if approved by the board, the state will be asked to use bond funds on Powell to get this section going.

Denny Wild presented the Union Avenue project as basically a TSM, land-use, transitway-type concept. Basic questions concerned the relationships to the Fremont ramps.

The Gresham transit site analysis study was explained by Bob Post. Questions included the relationship to LRT, commercial development, and auto traffic. The project costs are up to $2.9 million for the most expensive site on Powell.

The N. Lombard extension was described by Ken Johnson, It is in the ITP. Volumes are not too high--6000 ADT--but are about 20 per cent trucks; primarily grain trucks.

My impression was that the committee members were not very familiar with the projects. I suggested the group go out and look at the situations and become more familiar with them. I set up inspections for Highway 212, Oregon City, Oswego Bridge, E. Burnside, and Highway 217 interchange for next week.

I pointed out those projects on which individuals were requesting more data, such as downscoping, were in danger of being studied, while other projects were going forward. This caused some project proponents to become nervous. I indicated the issue needed to be addressed.

I suggested the following for next week's agenda:

1. Use of surplus bond monies; this remains unresolved
2. What, if anything, the ITC will recommend to the board in November, given the lack of consensus on most of the suburban county projects?
3. How and who is to study the downscoping concepts being suggested, and how does this fit into the process for forwarding other projects?
4. Are there to be presentations, as requested, to the board?

ebg

~~attachments~~

cc: R. A. Burco
F. B. Klaboe
H. S. Coulter

COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS
OREGON CITY, OREGON 97045
655-8581

STAN SKOKO, Chairman
ROBERT SCHUMACHER, Commissioner
THOMAS D. TELFORD, Commissioner

File copy

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August 3, 1976

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NOTED
E. S. HUNTER

Larry Rice
Executive Director
Columbia Region Association
of Governments
527 S. W. Hall Street
Portland, OR 97201

On July 15, 1976 you solicited projects from this County that should be considered for funding as a result of the withdrawal of the Mt. Hood Freeway. This Board, by the attached Resolution, strongly urges the use of these funds on two regionally significant projects:

1. State Highway 212 - from the I-205 Interchange easterly to the Carver junction.

2. The Oregon City By-pass - from the Interchange of I-205 at Park Place southerly to a connection with State Highway 213 in the area of the Clackamas Community College.

Highway 212 will consist of widening the existing facility, including structures, to accommodate 4 lanes of travel; median strip; parking shoulders and a 2-way bikeway. This project was once contained in the Interim Transportation Plan for the region and was included in the 1975 adopted improvement program. $22,500.00 was allocated for preliminary engineering, with much of the work completed. The new functional classification adopted for the region removed it from the Federal Aid Urban status and designated it an Urban extension. This program lacks the necessary funds to implement the project within the forseeable future.

Highway 212 will serve as a link for all trips originating southerly of Milwaukie destined for the Mt. Hood area, as well as points easterly. The Mt. Hood Freeway would have carried much of the traffic now assigned to this facility. The estimated construction cost is $7,000,000.00, with matching funds readily obtainable.

The second project (the Oregon City By-pass) will be a 4-lane facility with

CC: F B Klaboe
~~Ed Hunter~~
Bob Bothman
} For your info.
ELH

much of the same characteristics as Highway 212 and will cost approximately $15,000,000.00. The project is contained in the Interim Transportation Plan for the region and is recognized as the only new highway facility for the area. It was prioritized for funding under the State Bond Fund program, however, this program was discontinued as the result of shrinking State Highway dollars.

The traffic development and evaluation study conducted by the Oregon Department of Transportation for the Columbia Region Association of Governments recognizes the deficiencies of the surface transportation network in the Oregon City area and the critical need for the development of this route to meet transportation requirements. The Oregon Department of Transportation has previously agreed that this route would be designated as a Federal Aid Primary route to replace the existing Highway 213 through Oregon City when funding becomes available. They will be encouraged to provide the matching funds for the project.

BOARD OF COUNTY COMMISSIONERS

Chairman

Commissioner

Thomas D Telford
Commissioner

pw/

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of submitting Project
Applications in Clackamas County for
Mt. Hood Withdrawal Funds.

RESOLUTION NO. 76-1030

This Matter coming before the Board of County Commissioners at this time as a result of the Columbia Region Association of Government's asking for Project Requests for Mt. Hood withdrawal funds and

It further appearing to the Board that the two regionally significant transportation projects contained within the Interim Transportation Plan of the Metropolitan region have been strongly supported by Clackamas County, but funding has been unavailable, now therefore

IT IS HEREBY ORDERED that Clackamas County requests immediate funding of the following transportation projects with Mt. Hood withdrawal funds:

1. Highway 212 - from I-205 Interchange to Carver Junction: A project that can be quickly implemented which is impacted by the deletion of the Mt. Hood Freeway.
2. The Oregon City By-pass - from Park Place Interchange on I-205 to Highway 213: A project regionally significant, with critical traffic problems.

DONE and DATED this 31 day of August, 1976.

BOARD OF COUNTY COMMISSIONERS

Stan Skoko
Chairman

Commissioner

Thomas D Telford
Commissioner

pw/

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, D.C. 20590

JUL 22 1976

IN REPLY REFER TO:
HNG-10

Mrs. Alayne C. Woolsey
818 4th Street
Oregon City, Oregon 97045

NOTED
E. S. HUNTER

Dear Mrs. Woolsey:

This is in further reply to your letter of May 27 to the President regarding the availability of Federal funds for a bypass of Oregon City, Oregon. We acknowledged your letter on July 2.

Federal-aid highway funds are provided to the State each year to assist in the cost of constructing and improving roads on the Federal-aid highway systems. In accordance with the governing legislation, the State highway agency determines statewide priorities for use of the available funds in each category of Federal assistance. The Metropolitan Planning Organization establishes priorities within the urbanized area. In addition, the State is responsible for the planning, design, and construction of the Federal-aid projects. The role of the Federal Highway Administration is one of approval or disapproval of proposals submitted by the State.

From our review of a number of letters written to you by State officials, it appears that funds made available by the withdrawal of Interstate Route 80N (the Mt. Hood Freeway) might be used for the construction of an Oregon City bypass. The Columbia Region Association of Governments must establish the priority of the bypass, and a source of funds to match the Federal share must be found. Our field representatives have advised us that, thus far, the State has only performed a very preliminary study of possible corridors, along with the collection of some information on environmental factors. The corridor for the bypass is not presently on a Federal-aid system.

By contacting State officials, you took the appropriate action. Federal law prohibits us from interfering with the sovereign right of the State to determine which highway projects will be federally financed. We will cooperate fully with the State in any proposal it submits.

Sincerely yours,

/s/ W. J. Wilkes

W. J. Wilkes
Director, Office of Engineering

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STATE HWY ENGR
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FOR

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Ed Handt
Turpin
Versteeg
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51
DOT

Alayne C. Woolsey
818 4th Street
Oregon City, Oregon 97045
May 27, 1976

Gerald Ford
President of the United States
The White House
Washington, D.C. 20500

ACTION
is assigned to
5410 A

Dear President Ford,

I am writing in the hope that you can be of assistance to those of us who are concerned about Oregon City's future as well as the quality of that future, based on what can be done now to ensure that Oregon City's very special characteristics are not lost to rapidly increased population growth and its related problems.

We have an opportunity to be granted available funds to construct a Bypass, but I feel that unless such individuals of attainment and prominence as yourself recognize our need and speak on behalf of it, those funds will be "reprioritized" as they have been in the past. We all know that money for such projects is becoming more scarce, and if we lose this opportunity now, the quality of Oregon City's future will be severely risked.

To give you a bit of background: I am only a housewife who has become very interested in the ordinary citizen's responsibility to his community; I have no official status, just concern about citizen involvement and faith that it can work. Oregon City is a small town of approximately 13,000, but with a growth rate in the last five years of 25%. It is an old town, and a very historical one. It was founded by Dr. John McLoughlin, and served as the first capitol of the Oregon Territory. It was platted in 1850. Oregon City is built on three terraces, the first two making up the old part of the town, and the third is the center of new growth. First and Second Levels are rather small, confined areas bounded by the Willamette River on the west and the bluff edges on the east. We have many old buildings on these two levels, some dating back to Dr. McLoughlin's time. A number of us have recently become aware of the importance of Oregon City's history to the heritage of Oregon as a whole, and we feel that its historic preservation is of national as well as local significance, for this is our Williamsburg of the West.

A great barrier to preservation is the traffic problem. The only direct way into Portland (20 miles north) is through the old First and Second Levels, and on what were originally residential streets. The 1974 traffic count on the main east-west route was 18,000 vehicles per day, and in an attempt to circumvent the situation such a burden creates, trucks and cars move into the adjacent side streets, the area of the remaining old McLoughlin neighborhood. A Bypass would not only allow people to move more conveniently and safely, and reduce the pressure to consider the old First and Second Levels as merely a funnel for traffic, but enable the historic neighborhood to survive, and the old commercial area to revitalize.

However, because Oregon's citizenry has not yet become aware of what they will lose if steps are not taken to save old Oregon City, and because our community does not equal others in terms of wealth and votes, our needs have been largely overlooked. Residents and businessmen have been asking for a Bypass for about 25 years, and concerned citizens during that time have watched the destruction of irreplaceable historic structures for parking lots to accommodate the increased needs of automobiles. Williamsburg itself had to be reconstructed, and much was lost because we failed to recognize in time that to achieve a proper perspective of the future, we need touchstones with the past.

56711

Unfortunately, time is very short. If, out of your very busy schedule, you could take a moment to think of us here in Oregon City, and contact the two individuals listed here about the Bypass for our historic town, those of us who care so very much now would be grateful, and those of future generations will, I feel, treasure the time and concern you took to help preserve a bit of our past:

Dick Etherington, Director of Transportation
CRAG
527 S.W. Hall
Portland, Oregon 97201

Ed Hardt, State Highway Engineer, Region 1
9200 S.E. McLoughlin Blvd.
Milwaukie, Oregon 97222

Thank you,
Alayne C. Woolsey
Alayne C. Woolsey

P.S. Please forgive the duplicated copy. I discovered only today that discussion to allocate the funds is to begin 5-27-76, so I did not have time to type this.

STATE OF OREGON
1859

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM 97310

ROBERT W. STRAUB
GOVERNOR

June 16, 1976

Ms. Alayne C. Woolsey
818 4th Street
Oregon City, Oregon 97045

Dear Ms. Woolsey:

Thank you for your recent letter which expresses your concern for traffic conditions in Oregon City and your hope that the problem can be solved by construction of the Oregon City Bypass.

Withdrawal of the Mt. Hood Freeway has given this region an opportunity to utilize funds from that project for much needed highway and transit improvements. The decision as to how those funds are to be used will be made by the Columbia Region Association of Governments. Clackamas County Commissioner Stan Skoko is on the CRAG Executive Board and County Engineer Winston Kurch serves on the CRAG Technical Advisory Committee, which is determining priorities for the use of that money. I suggest you inform those gentlemen of your concerns for the bypass.

The need for the Oregon City Bypass has been recognized in the past by the State Highway Division as a needed facility. Unfortunately, its cost has been beyond the Highway Division's capability for funding. Use of the Mt. Hood Freeway money for a project such as this does require that the State or other local agency furnish 22 percent of the cost of the project as the local contribution. At the present time, the Highway Division finds its finances are such that it could not meet the match requirements. It will be necessary that other sources of revenue be found for that purpose and the next session of the State Legislature will have to address that question.

Sincerely,

Governor

NOTE

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RWS:hb

bcc Department of Transportation
(F. B. Klaboe - Ext. 6516)

COPY

PLEASE RETURN
ORIGINAL LETTER

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Transp.

Please prepare draft reply
for Governor's signature
by 6-10
Thank you.

Alayne C. Woolsey
818 4th Street
Oregon City, Oregon 97045
May 27, 1976

Bob Straub, Governor
State of Oregon
207 State Capitol
Salem, Oregon 97310

RECEIVED
JUN 01 1976
Governor's Office

Dear Governor Straub,

I am writing in the hope that you can be of assistance to those of us who are concerned about Oregon City's future as well as the quality of that future, based on what can be done now to ensure that Oregon City's very special characteristics are not lost to rapidly increased population growth and its related problems.

We have an opportunity to be granted available funds to construct a Bypass, but I feel that unless such individuals of attainment and prominence as yourself recognize our need and speak on behalf of it, those funds will be "reprioritized" as they have been in the past. We all know that money for such projects is becoming more scarce, and if we lose this opportunity now, the quality of Oregon City's future will be severely risked.

To give you a bit of background: I am only a housewife who has become very interested in the ordinary citizen's responsibility to his community; I have no official status, just concern about citizen involvement and faith that it can work. Oregon City is a small town of approximately 13,000, but with a growth rate in the last five years of 25%. It is an old town, and a very historical one. It was founded by Dr. John McLoughlin, and served as the first capitol of the Oregon Territory. It was platted in 1850. Oregon City is built on three terraces, the first two making up the old part of the town, and the third is the center of new growth. First and Second Levels are rather small, confined areas bounded by the Willamette River on the west and the bluff edges on the east. We have many old buildings on these two levels, some dating back to Dr. McLoughlin's time. A number of us have recently become aware of the importance of Oregon City's history to the heritage of Oregon as a whole, and we feel that its historic preservation is of national as well as local significance, for this is our Williamsburg of the West.

A great barrier to preservation is the traffic problem. The only direct way into Portland (20 miles north) is through the old First and Second Levels, and on what were originally residential streets. The 1974 traffic count on the main east-west route was 18,000 vehicles per day, and in an attempt to circumvent the situation such a burden creates, trucks and cars move into the adjacent side streets, the area of the remaining old McLoughlin neighborhood. A Bypass would not only allow people to move more conveniently and safely, and reduce the pressure to consider the old First and Second Levels as merely a funnel for traffic, but enable the historic neighborhood to survive, and the old commercial area to revitalize.

However, because Oregon's citizenry has not yet become aware of what they will lose if steps are not taken to save old Oregon City, and because our community does not equal others in terms of wealth and votes, our needs have been largely overlooked. Residents and businessmen have been asking for a Bypass for about 25 years, and concerned citizens during that time have watched the destruction of irreplaceable historic structures for parking lots to accommodate

Bob Straub, Governor
State of Oregon
207 State Capitol
Salem, Oregon 97310

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Governor's Office

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Dick Etherington, Director of Transportation
CRAG
527 S.W. Hall
Portland, Oregon 97201

Ed Hardt, State Highway Engineer, Region 1
9200 S.E. McLoughlin Blvd.
Milwaukie, Oregon 97222

Thank you,
Alayne C. Woolsey
Alayne C. Woolsey

P.S. Please forgive the duplicated copy. I discovered only today that discussion to allocate the funds is to begin 5-27-76, so I did not have time to type this.

RECEIVED
JUN 2 1976
OFFICE
DIRECTOR of TRANSPORTATION

June 14, 1976

Ms. Alayne C. Woolsey
818 4th Street
Oregon City, Oregon 97045

Dear Ms. Woolsey:

I appreciate the letters you have written to me and other members of the Oregon Department of Transportation regarding your concerns for traffic conditions in Oregon City and your hope that they can be solved by construction of the Oregon City Bypass.

The withdrawal of the Mt. Hood Freeway has made available a large amount of funds for problems such as this. Priorities for use of this money are presently being established by the Columbia Region Association of Governments and I understand the Clackamas County representatives at CRAG are going to press for the Oregon City Bypass for funding.

If that money does become available for use on the Oregon City Bypass, the next step will be to determine the source of funds for the local contribution for the project, which amounts to 22 percent of its cost. The financial condition of the Highway Division at the present time is such that it could not meet the match required. It will be necessary that new or additional sources of revenue be found.

The Highway Division has recognized the need for the Oregon City Bypass and the only reason we have not moved ahead with the project before now is the lack of funding for it.

Very truly yours,

DHMoore for

F. B. Klaboe
Chief of Operations

bc: Robert A. Burco
E. S. Hunter
Ed Hardt
H. S. Coulter
R. N. Bothman

ELH:cr srb

RECEIVED
JUN 1 1976
DOT Operations

Alayne C. Woolsey
818 4th Street
Oregon City, Oregon 97045
May 27, 1976

RECEIVED
STATE HWY ENGR
JUN 1 '76
REFER TO
FOR
Info Inves R/D D/R Sign Act File

Fred Klaboe, Administrator
State Highway Division
State Highway Building
Salem, Oregon 97310

Dear Mr. Klaboe,

I am writing in the hope that you can be of assistance to those of us who are concerned about Oregon City's future as well as the quality of that future, based on what can be done now to ensure that Oregon City's very special characteristics are not lost to rapidly increased population growth and its related problems.

We have an opportunity to be granted available funds to construct a Bypass, but I feel that unless such individuals of attainment and prominence as yourself recognize our need and speak on behalf of it, those funds will be "reprioritized" as they have been in the past. We all know that money for such projects is becoming more scarce, and if we lose this opportunity now, the quality of Oregon City's future will be severely risked.

To give you a bit of background: I am only a housewife who has become very interested in the ordinary citizen's responsibility to his community; I have no official status, just concern about citizen involvement and faith that it can work. Oregon City is a small town of approximately 13,000, but with a growth rate in the last five years of 25%. It is an old town, and a very historical one. It was founded by Dr. John McLoughlin, and served as the first capitol of the Oregon Territory. It was platted in 1850. Oregon City is built on three terraces, the first two making up the old part of the town, and the third is the center of new growth. First and Second Levels are rather small, confined areas bounded by the Willamette River on the west and the bluff edges on the east. We have many old buildings on these two levels, some dating back to Dr. McLoughlin's time. A number of us have recently become aware of the importance of Oregon City's history to the heritage of Oregon as a whole, and we feel that its historic preservation is of national as well as local significance, for this is our Williamsburg of the West.

A great barrier to preservation is the traffic problem. The only direct way into Portland (20 miles north) is through the old First and Second Levels, and on what were originally residential streets. The 1974 traffic count on the main east-west route was 18,000 vehicles per day, and in an attempt to circumvent the situation such a burden creates, trucks and cars move into the adjacent side streets, the area of the remaining old McLoughlin neighborhood. A Bypass would not only allow people to move more conveniently and safely, and reduce the pressure to consider the old First and Second Levels as merely a funnel for traffic, but enable the historic neighborhood to survive, and the old commercial area to revitalize.

However, because Oregon's citizenry has not yet become aware of what they will lose if steps are not taken to save old Oregon City, and because our community does not equal others in terms of wealth and votes, our needs have been largely overlooked. Residents and businessmen have been asking for a Bypass for about 25 years,

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NSC

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Dick Etherington, Director of Transportation
CRAG
527 S.W. Hall
Portland, Oregon 97201

Ed Hardt, State Highway Engineer, Region 1
9200 S.E. McLoughlin Blvd.
Milwaukie, Oregon 97222

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DOT OPERATIONS
JUN 11 '76
REFER TO
FOR

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Alayne C. Woolsey
818 4th Street
Oregon City, Oregon 97045
May 27, 1976

Mark Hatfield
United States Senator
463 Russell Building
Washington, D.C. 20510

Dear Senator Hatfield,

I am writing in the hope that you can be of assistance to those of us who are concerned about Oregon City's future as well as the quality of that future, based on what can be done now to ensure that Oregon City's very special characteristics are not lost to rapidly increased population growth and its related problems.

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JUN 11 '76
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FOR
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Dear Fred:
What's a suitable
rejoinder to this: Is
the Bi-Pass in the Ca's
ever? Please return this with
your comment
Warmest thanks and
regards -
Tom
(McCall)

Alayne C. Woolsey
818 4th Street
Oregon City, Oregon 97045
May 27, 1976

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Governor Tom McCall
KATU Channel 2
2153 N.E. Sandy Blvd.
Portland, Oregon 97232

Dear Governor McCall,

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527 S.W. Hall
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DIRECTOR'S FILE

July 21, 1976

Mr. Tom Walsh, Member
Oregon Transportation Commission
c/o Walsh Construction Co.
2839 S. W. 2nd Avenue
Portland, OR   97201

Dear Tom:

Enclosed is a letter addressed to you from Attorney James H. Bean regarding the Oregon City bypass. Also enclosed is a draft of a reply which has been prepared for your consideration.

Sincerely,

Robert A. Burco
Director of Transportation

cc: F. B. Klaboe

Enclosures

SUGGESTED REPLY FOR COMMISSIONER TOM WALSH

Mr. James H. Bean
Lindsay, Nahstoll, Hart & Krause
Attorneys at Law
1001 S.W. Broadway
Portland, OR 97201

Dear Mr. Bean:

State Highway No. 213 enters Oregon City from the south and is routed down Multnomah Avenue, 7th Avenue, and Washington Avenue. You are no doubt familiar with the route and recognize its limitations.

Periodically over the past years, the City of Oregon City, Clackamas County, and the State have considered various possibilities for improvement of conditions for the north-south traffic that is now utilizing Highway 213. A bypass was given preliminary investigation but none of the jurisdictions involved has had sufficient funds to commit themselves to the construction of the bypass. It is hard to estimate what the cost might be but, to give you an idea, we are probably talking in the range of $9 to 14 million.

At one time the bypass was given a priority by the Columbia Region Association of Governments for funding with State bond monies. However, the revenue picture at the State level has become so bleak that we have been unable to continue the sale of bonds.

The area now has some possibility, at least in terms of federal funds, for implementation of the project due to the withdrawal of the Mt. Hood Freeway and the consequent availability to the Region of some 203 million federal dollars for substitute projects. The identification and prioritizing of substitute projects by CRAG is now under way. It is our understanding that the Oregon City Bypass is high on the list of proposed projects. There will be a continuing problem of funding the match money for the federal dollars. Such a project would require approximately 22 percent match.

The federal law is fairly specific when it comes to selection of substitute projects for a withdrawn Interstate route. It requires that the substitute be prioritized by local officials and I suggest you indicate your concern to the Clackamas County Commission.

Sincerely,

LINDSAY, NAHSTOLL, HART & KRAUSE
ATTORNEYS AT LAW
THE CARRIAGE HOUSE
1331 S. W. BROADWAY
PORTLAND, OREGON 97201
TELEPHONE (503) 226-1191

DENNIS LINDSAY
R. W. NAHSTOLL
ALLAN HART
DONALD G. KRAUSE
CARL R. NEIL
JERARD S. WEIGLER
ROBERT C. SHOEMAKER, JR.
RICHARD WM. DAVIS
JONATHAN A. ATER
ROBERT B. CONKLIN
JAMES H. BEAN
CAROL A. HEWITT
ROBERT E. BABCOCK
WESLEY W. KIRTLEY
DANIEL H. SKERRITT
GLEN McCLENDON
VALERIE D. FISHER

ALFRED C. VEAZIE, OF COUNSEL

GUNTHER F. KRAUSE 1895-1967
CARMIE R. DAFOE 1920-1975

CABLE ADDRESS: "CARRIAGE"

June 7, 1976

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due DOT 6-16

The Honorable Tom Walsh
Commissioner, Oregon State
Highway Division
Highway Building
Salem, Oregon 97310

Dear Tom:

For seven or eight years now I have been writing letters, speaking to various county and state officials and attending numerous meetings in connection with the proposed by-pass for Oregon City. As much as four years ago, Clackamas County Public Works personnel and the Clackamas County Commissioners indicated the Oregon City by-pass was the number one highway project needed in Clackamas County. More than two years ago, the Columbia Region Association of Governments was also advised of the high priority Clackamas County placed on the proposed by-pass.

Commissioner Glen Jackson and numerous employees of the Highway Division have, from time to time, given varying degrees of assurance that the by-pass was being carefully considered and was high on the priority list.

The people who live in Oregon City and Clackamas County south of Oregon City would be grateful if something could be done to break this project out of its apparent log jam.

If I have misunderstood any of the information which has been given to me over the last several years and if this project really is not supposed to be one of the priority problems and projects for all of Clackamas County, please let me know and I will direct my comments to the county and to the city officials rather than the State Highway Department. As I see it, however, the city and county have done everything they can to impress upon the state and CRAG the urgent need for the highway and the continued delay seems to come from CRAG and the state. Any information or help you could give me on this would be greatly appreciated.

Yours very truly,

James H Bean

James H. Bean

RECEIVED
JUN 9 1976
OFFICE
DIRECTOR of TRANSPORTATION

JHB:n

June 15, 1976

Mr. John W. Hakanson, President
Clackamas Community College
19600 South Molalla Avenue
Oregon City, Oregon 97045

Dear Mr. Hakanson:

Mr. Glenn Jackson asked me to answer your May 27 letter requesting support for the Oregon City Bypass. The Oregon State Transportation Commission has for some time recognized the need for this facility. Unfortunately, the funds have not been available for a project of this size.

The monies available from the withdrawn Mt. Hood Freeway may provide the Federal funds for the project. The Columbia Region Association of Governments is presently prioritizing the needed transportation projects within the Region and I suggest you make known your concerns to the Clackamas County representative of CRAG.

Another problem will surface if CRAG does make available Mt. Hood money for the Oregon City Bypass. The local agency, in this case the Highway Division, is required to provide 22 percent of the cost of the project as the local contribution. The Highway Division's present fiscal picture is such that it could not program this amount of funds for the project. It will be necessary that new or additional sources of revenue be found.

NOTED
F. B. KLABOE

We are aware of the traffic problem in Oregon City and intend to do all we can to solve that problem. We appreciate your concerns also.

Sincerely,

F. B. Klaboe
Chief of Operations

bc: Robert A. Burco
E. S. Hunter
E. L. Hardt
H. S. Coulter
R. N. Bothman

ELH:ggw:lms srb

CLACKAMAS
Community College

19600 south molalla avenue
oregon city, oregon 97045
Dr. John W. Hakanson, President
College Phone: 656-2631
1966-1976 10 YEARS

BOARD OF EDUCATION
Mr. Ralph Groener, Chairman
Ms. Corinne L. Jones
Ms. Barbara L. Brotherton
Mr. William Gregory
Dr. Norman Hickman
Ms. Anne Nickel
Mr. Roger Rook

May 27, 1976

RECEIVED
JUN 2 1976
DOT Operations

HSC

Glenn L. Jackson, Chairman
State Transportation Commission
135 State Highway Building
Salem, OR 97310

Dear Mr. Jackson:

I am writing in behalf of the Oregon City-Park Place bypass, a very much needed road. As a resident of the Oak Grove area south of Milwaukie, I drive through Oregon City almost every working day, and have for nearly six years. My personal, and very strong, testimony is that it's a mess!

Since I testified before the commission in the spring of 1972, enrollment at the college has increased by approximately 70 percent. A large proportion of our students reside north of the Clackamas River, as does an even larger proportion of the population of our college district. They all have to get through Oregon City to reach the college, unless they drive far to the south or east and double back.

At the same time, Clackamas County continues to grow at a rapid pace, as you are aware, and a very large part of this growth is in those parts of the County which rely on Highway 213 as their main transportation artery. This, of course, results in traffic problems going both ways. The bypass is desperately needed.

I would like to urge that the Park Place bypass be given first priority for funds freed by the cancellation or postponement of the Mt. Hood freeway. The presence of Clackamas Community College one mile south of Oregon City on Highway 213 constitutes a special traffic attraction which probably does not exist elsewhere in the metropolitan area. We earnestly solicit your support.

Cordially,

John Hakanson
John W. Hakanson
President

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JUN 2 '76
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DIRECTOR of TRANSPORTATION

JWH:gt
cc: Larry Rice, CRAG Director, Dr. John G. P. Cleland, Gary Welter, Rod Geier

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION
INTER-OFFICE CORRESPONDENCE
Region 1 - Milwaukie
June 9, 1976

FILE: PRO

Edward L Hardt

FROM: EDWARD L. HARDT
Regional Engineer

SUBJECT: SIX-YEAR MEETING IN OREGON CITY

TO: F. B. KLABOE
DOT Assistant Director
for Operations

The other day you mentioned a conversation that you had recently with John McIntyre about remarks that I made at the Clackamas County Six-Year Meeting. You mentioned that John had told you that I had made a rather "wishy-washy" statement that the State would come up with the local matching funds for the Oregon City Bypass.

For my own information, as well as yours, I have had a transcription made of the tape that covered that comment. A copy is attached. The previous speaker, a Mrs. Woolsey, had shown a certain amount of frustration in my suggestion that she direct her efforts towards CRAG for the federal funds for the Bypass. The comments by John McIntyre on the transcription is his attempt to clarify the federal and state funding requirements for the Bypass.

Knowing the storyteller that John is, I wanted to let you read this transcription and judge for yourself whether I had made a "wishy-washy" promise for the local match. I'd like you to review my comments and let me know what you think of them, because I tend to get a little too close to the question of the Oregon City Bypass. I've lived in the area for 42 years and I tend to sympathize with those people who feel that the Highway Division isn't listening to their pleas for a solution to the traffic congestion problem in Oregon City. If you feel I went too far in my remarks, I'd like to know that so I can tone down any future comments that I might have.

ELH/cr
Attachment

NOTED
F. B. KLABOE

RECEIVED
DOT OPERATIONS
JUN 10 '76
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

McINTYRE:

May I clarify this, Mrs. Woolsey did talk to me out in the hall. I do think that you did mislead some people here tonight and I hope you don't get caught in the same trap we think you're in on the withdrawal of these Clackamas-Estacada funds. You've told these people here tonight to go to your representatives on CRAG, because you don't have the money, and to look at the Mt. Hood Freeway funds. I'll tell you, the representative of CRAG is Commissioner Skoko and he's here tonight and I'm going to also make a statement that we're going to CRAG and we're going to get those Mt. Hood funds. I don't know how, but we're going to get them and we expect then for you to live up to your part of this and that is fund the matching funds. We'll do our share in getting some of that withdrawal funds for this area, but then it's going to be up to you and that's why I think people like Mrs. Woolsey should be heard tonight, and it really isn't moot with you people because we each got a job to do.

ED:

That's a very good remark by Mr. McIntyre and I would whole-heartedly agree with what he said. 78% of the money has to come from the Federal Government, Mt. Hood money or wherever, then the burden is on the Highway Division to come up with the local match, and I can't make any promises because we may be out of business by the end of the year, but I suspect that if the 78% Federal money is made available for the Oregon City Bypass, that some way we'll find the local match. I can't promise you that, obviously I don't have that kind of responsibility or authority, but I just believe that since you've worked on it for so long, if the bulk of the money is made available I just have to think that we'd find the balance of it. I hope I haven't mislead you about CRAG, I did call the Transportation Director today, I told him that at the meeting tonight I was sure there would be questions about the bypass and the Mt. Hood Withdrawal funds and I asked him how the citizens should get their input in for that and he said direct them to the Executive Board of CRAG. If that's wrong, Commissioner Skoko, I'm sorry, but that's the direction I got this afternoon.

COMMISSIONER SKOKO:

That's correct.

May 17, 1976

The Honorable Ed Lindquist
State Representative
106 State Capitol
Salem, OR 97310

Dear Representative Lindquist:

On Tuesday, May 11, Mr. David Muntz of your staff telephoned and requested information relative to the Oregon City Bypass project.

I am attaching a fact sheet which provides a brief history of the project, the project length and estimated cost along with a sketch map showing the alternate study corridor. The attachment also includes a statement relative to eligibility of projects to be constructed from funds derived from withdrawn Interstate projects.

If I can be of further assistance, please give me a call.

Very truly yours,

E. S. Hunter
Deputy State Highway Engineer

Attachments

bc F. B. Klaboe (enc.)
H. S. Coulter
L. W. Rulien
Vern Skoog "
Frank Terpin "
Ed Hardt "

GNH:sch ja

OREGON CITY BYPASS

HISTORY

In 1962 the Highway Division made a reconnaissance "investigation" for a possible rerouting of the Cascade Highway in Oregon City to alleviate traffic congestion.

A detailed reconnaissance "study" was started in 1973. This study indicated that a majority of the traffic arriving at the south edge of town was destined for Portland and other points east, north, and west of Oregon City.

Oregon City and Clackamas County each presented position statements supporting the Oregon City Bypass at the State Transportation Commission's September 19, 1973 meeting.

The Oregon City Bypass is included as a committed principal arterial in the Columbia Region Association of Governments' Interim Transportation Plan approved by the Board of Directors on June 18, 1975. The CRAG Board of January 22, 1976 rated the bypass as the Number 3 priority state bond project for the Portland area.

BYPASS DATA

Three basic alternate study corridors (see the attached study area map).

1990 traffic volumes indicate four lanes required.

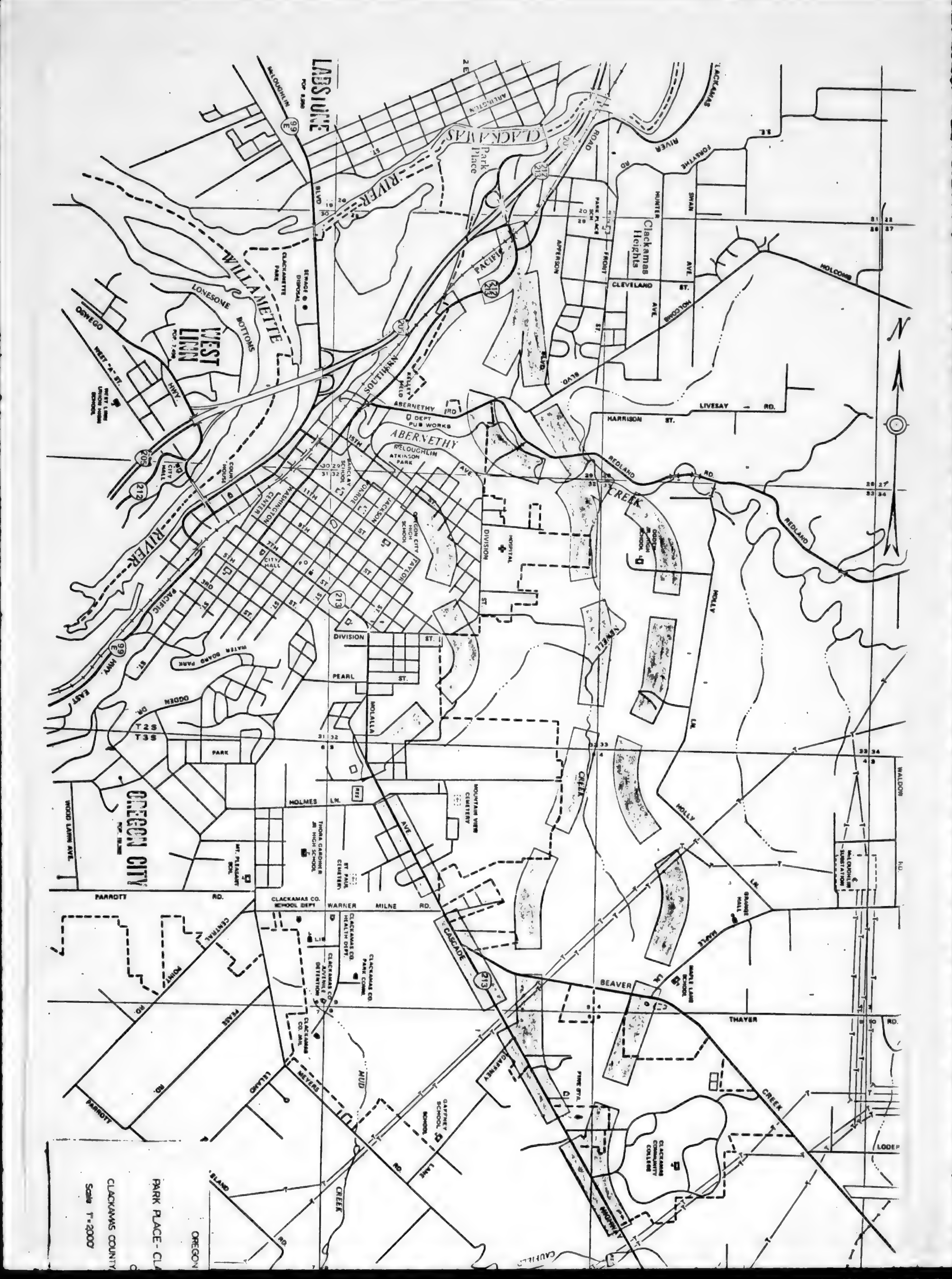
Project length = 4 to 4 1/2 miles.

Total cost = approximately $15 to $20 million.

WITHDRAWAL AND SUBSTITUTION OF INTERSTATE PROJECTS

The 1976 Highway Act allows funds from a withdrawn non-essential Interstate link to be used on such projects as the Oregon City Bypass. Substitute projects must be selected by the responsible local officials and submitted through the Governor.

5/17/76

OREGON
PARK PLACE - CL
O
CLACKAMAS COUNTY
Scale 1" = 2000'
N
GLADSTONE
WEST LINN
OREGON CITY
Park Place
Clackamas Heights
WILLAMETTE
RIVER
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RIVER
ABERNETHY
CREEK
LONESOME BOTTOMS
SOUTHERN PACIFIC
McLOUGHLIN BLVD
CLACKAMETTE PARK
SEWAGE DISPOSAL
DEPT PUB WORKS
ABERNETHY RD
McLOUGHLIN ATKINSON PARK
COURT HOUSE
CITY HALL
BARCLAY SCHOOL
OREGON CITY HIGH SCHOOL
HOSPITAL
WATER BOARD PARK
DIVISION ST.
PEARL ST.
MOLALLA AVE
HOLMES LN.
MOUNTAIN VIEW CEMETERY
THORA GARDNER JR HIGH SCHOOL
ST PAUL CEMETERY
MT. PLEASANT SCH.
PARROTT RD.
WARNER MILNE RD.
CLACKAMAS CO. SCHOOL DEPT
CLACKAMAS CO. HEALTH DEPT.
CLACKAMAS CO. PARK COMM.
CLACKAMAS CO. JUVENILE DETENTION
CLACKAMAS CO. JAIL
CASCADE
BEAVER CREEK
THAYER RD.
MAPLE LANE
MAPLE LANE SCHOOL
GRANGE HALL
HOLLY LN.
NEWELL CREEK
GAFFNEY LANE
GAFFNEY SCHOOL
FIRE STA.
MEYERS RD.
MUD CREEK
CLACKAMAS COMMUNITY COLLEGE
LODER
WALDOW RD.
McLOUGHLIN SUBSTATION
REDLAND RD.
HOLCOMB BLVD.
LIVESAY RD.
HARRISON ST.
CLEVELAND ST.
APPERSON
FRONT
HUNTER AVE.
SWAN
FORSYTHE RD
RIVER RD
ROAD
PARK PLACE SCH
OGDEN SCHOOL
T2S
T3S
PARK
WOOD LAWN AVE.
CENTRAL POINT RD
PEASE
LELAND
OSWEGO
WEST "A" ST.
WEST LINN UNION HIGH SCHOOL
HWY
ARLINGTON
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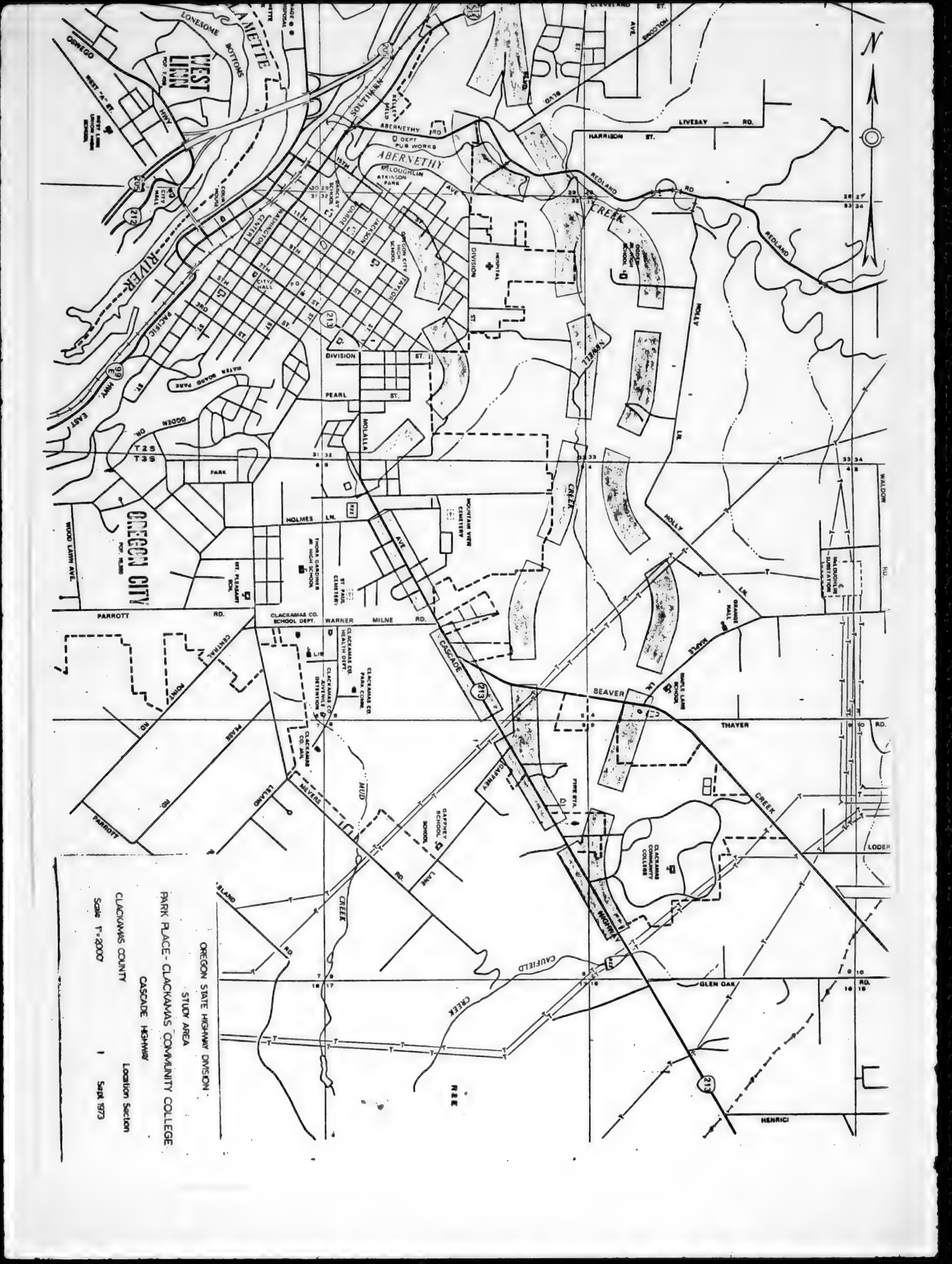
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CENTER
JACKSON
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WALDOW RD.
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HOLMES LN.
MOUNTAIN VIEW CEMETERY
THORA GARDINER JR HIGH SCHOOL
ST. PAUL CEMETERY
MT. PLEASANT SCH.
WOOD LAWN AVE.
PARROTT RD.
CLACKAMAS CO. SCHOOL DEPT.
WARNER MILNE RD.
CLACKAMAS CO. HEALTH DEPT.
CLACKAMAS CO. PARK COMM.
CLACKAMAS CO. JUVENILE DETENTION
CLACKAMAS CO. JAIL
CENTRAL POINT RD.
PEASE RD.
LELAND RD.
MEYERS RD.
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GRANGE HALL
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THAYER RD.
FIRE STA.
CLACKAMAS COMMUNITY COLLEGE
LODER
CAUFIELD
GLEN OAK RD.
HENRICI
R2E
EAST

OREGON STATE HIGHWAY DIVISION
STUDY AREA
PARK PLACE - CLACKAMAS COMMUNITY COLLEGE
CASCADE HIGHWAY
CLACKAMAS COUNTY
Location Section
Scale 1"=2000'
Sept. 1973

OREGON STATE HIGHWAY DIVISION

ROBERT W. STRAUB
GOVERNOR

F. B. KLABOE
Administrator and
State Highway Engineer

bc: George M. Baldwin
Larry Rulien
Jack Rowland
Ted Spence
E. S. Hunter
Jon Rose
Bill Shull

JAR:vld srb

NOTED
H. S. COULTER

December 10, 1975

The Honorable Glenn D. Parrott
Mayor of Oregon City
City Hall
Oregon City, Oregon 97045

Dear Mayor Parrott:

At a meeting on December 2 attended by Winston Kurth, representing Clackamas County and Oregon City; Richard Etherington of CRAG; Jack Rowland of the State Highway Division and Bill Shull of the ODOT Planning Section, it was agreed to recommend that the present route of the Cascade (South Section) Highway through Oregon City be functionally classified as a principal arterial and a connecting link. This will provide for continuity of travel from the rural portion of the Cascade (South Section) Highway into and through the urbanized area. The Interim Transportation and Functional Classification plans submitted by the CRAG Technical Advisory Committee assigned this function to an Oregon City Bypass. The revision is necessary because existing financing and the economic outlay make the prediction of time for completion of the Bypass impossible.

This letter will assure you that this change in classification will not affect the proposed Oregon City Bypass one way or the other and, if in the future the project is completed, a transfer of the connecting link classification to the Bypass can be considered. As requested by Mr. Kurth, we proposed to indicate the possibility of a future transfer of the principal arterial and connecting link classifications to the Bypass by showing it as a broken line on the current classification map.

You know that any extensive construction of the present route of the Cascade (South Section) Highway within the city limits of Oregon City must have City approval. Classifying this route as a connecting link does nothing to change the present status nor does it preclude minor improvements such as traffic delineation work to provide for couplet operation.

Very truly yours,

[illegible] BY
[illegible]

F. B. Klaboe, Administrator
and State Highway Engineer

RECEIVED
DEC 11 1975
Office of
Assistant State Highway Engineer

cc: Richard Etherington, CRAG
Winston Kurth, Clackamas County

Form 81-73/-3123

April 9, 1975

1198 J

Mr. James H. Bean
Attorney at Law
1331 S.W. Broadway
Portland, Oregon 97201

Dear Mr. Bean:

Your letter of March 21 expressed concern for the construction of the Oregon City bypass.

Contrary to your understanding, adequate funds have never been made available for the construction of this project.

This area is now within the administrative district of the Columbia Region Association of Governments, which establishes priorities and approves funding of all urban projects.

The Oregon City bypass is one of several considerations which has been referred to CRAG. To date, CRAG has not determined that this project should be added to the priority listing of proposed projects. If this determination is made, the project is still about four to five years away.

I appreciate the opportunity to clarify this matter.

Very truly yours,

F. B. Klaboe
Administrator and
State Highway Engineer

bc: A. E. Johnson
E. S. Hunter
L. W. Rulien
R. N. Bothman

GNH:ljt srb

LINDSAY, NAHSTOLL, HART, DUNCAN, DAFOE & KRAUSE
ATTORNEYS AT LAW
THE CARRIAGE HOUSE
1331 S. W. BROADWAY
PORTLAND, OREGON 97201

DENNIS LINDSAY
R. W. NAHSTOLL
ALLAN HART
ROBERT B. DUNCAN
CARMIE R. DAFOE, JR.
DONALD G. KRAUSE
WM. H. POOLE
CARL R NEIL
JERARD S. WEIGLER
ROBERT C. SHOEMAKER, JR.
RICHARD WM. DAVIS
JONATHAN A. ATER
ROBERT B. CONKLIN
JAMES H. BEAN
CAROL ANN HEWITT
ROBERT E. BABCOCK
WESLEY W. KIRTLEY
DANIEL H. SKERRITT
GLEN MCCLENDON

GUNTHER F. KRAUSE 1895-1967
ALFRED C. VEAZIE, OF COUNSEL

CABLE ADDRESS: "CARRIAGE"
TELEPHONE (503) 226-1191

March 21, 1975

RECEIVED
STATE HWY ENGR
MAR 25 '75
REFER TO
Hunter
FOR
Info | Inves | R/D ✓ | D/R | Stan | Act | File

NOTED
A. E. JOHNS

Mr. Glenn Jackson
Mr. F. B. Claboe
Oregon State Highway Division
Highway Building
Salem, Oregon 97310

Gentlemen:

Approximately five years ago I first had contact with your office regarding the need for a bypass around the eastern edge of Oregon City. Since then, I must have attended several dozen meetings, hearings, etc. etc., at all of which the need for the bypass has been unanimously agreed upon and approved. Nearly two years ago, Clackamas County advised the highway division this bypass was Clackamas County's No. 1 priority.

The problems are now infinitely worse than they were four or five years ago. The expense of the bypass is undoubtedly growing rapidly, yet nothing seems to be getting accomplished. Surely somewhere there must be someone who can make a decision to get this project under way. As I understand it, the City of Oregon City has placed the bypass as its No. 1 priority. The Clackamas County Public Works Department has placed it as their No. 1 priority. Adequate funds were made available long ago; the only requirement being some kind of allocation through CRAG. It would seem to me that even CRAG has had sufficient time to move on this matter by this time.

The City says they are prepared to go and have pushed for action on this matter continuously for several years. The County says they are only waiting for CRAG and the State to get moving. This is becoming a very frustrating situation when Mr. Claboe advised Mr. Rod Geier under letter dated March 12, 1975,

> "As you know, the bypass project is just in the beginning stages, with the hurdles of environmental impact statements and hearings to be overcome

AEJ
RD

RECEIVED
MAR 26 1975
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

> before right of way purchase can begin. It is not possible to develop this project in less than four years."

I have almost identical letters with almost identical statements that are now over four years old. Would you please tell us what is going on and when we can expect something to happen with respect to the bypass around Oregon City. Thank you for your courtesies in this matter.

Yours very truly,

James H. Bean

James H. Bean

JHB:a
cc: Al Simonsen
City Manager
S. W. Corner 7th & John Adams
PO Box 631
Oregon City, Oregon 97045

RECEIVED
MAR 25 1975
OFFICE
DIRECTOR of TRANSPORTATION

Robert W. Straub
xxxxxxxxxxx

March 12, 1975

Mr. Rod Geier, Manager
Oregon Tri-City Chamber of Commerce
102 Ninth Street
Oregon City, OR 97045

1065 J

Dear Mr. Geier:

Mr. Jackson asked me to answer your February 12 letter pertaining to the release of impounded funds and your concern for the construction of the Oregon City Bypass.

The news of President Ford's release of impounded highway funds and the follow-up news releases by the various media have in some cases been the source of much misunderstanding. In the first instance, highway funds are appropriated by Congress and each highway program (such as rural primary, interstate, and urban system) is funded by Congress and the apportionment ceiling of expenditures is established at that time. During the past few years, the President has caused a part of these authorized funds to be withheld (impounded).

The Oregon State Highway Divion has elected to take the impoundment in the Interstate program rather than the Primary and Secondary programs which are generated by local government. In other words, city and county programs have been authorized by the Transportation Commission to the maximum allowed by Congress. In addition to the requirement of spending the funds on specific programs, it is also required that the funds be obligated prior to July 1, 1975. This time constraint restricts us to projects which are substantially complete at this time, including right-of-way purchase. As you know, the bypass project is just in the beginning stages, with the hurdles of environmental impact statements and hearings to be overcome before right-of-way purchase can begin. It is not possible to develop this project in less than four years.

We understand your concern for the construction of the Oregon City Bypass and realize it has been a matter of local importance for quite some time.

I regret that the press releases from Washington, D. C. were misleading; however, I appreciate the opportunity to explain our position.

Very truly yours,

F. B. Klaboe
Administrator and
State Highway Engineer

bc A. E. Johnson
E. S. Hunter
L. W. Rulien
Victor D. Wolfe (enc.)

GNH:ljt/ESH:js ja

OREGON TRI-CITY
CHAMBER OF COMMERCE
GLADSTONE
OREGON CITY ▲ WEST LINN

PHONE (503) 656-1619 102 NINTH STREET OREGON CITY, OREGON 97045

RECEIVED
STATE HWY ENGR
FEB 14 '75
REFER TO
Hunter
FOR

Info	Inves	R/D	D/R	Sign	Act	File
		✓				

February 12, 1975

Oregon State Transportation Commission
Glenn Jackson, Chairman
Transportation Building
Salem, Oregon 97310

Gentlemen:

President Ford's recent announcement of releasing $2 billion for highway development and the creation of jobs appears to afford the State Transportation Commission a golden opportunity to activate its backlog of special projects in Oregon.

Among those projects we recommend your immediate authorization of construction of the Oregon City bypass, for several years considered locally as the priority highway or freeway development need in Clackamas County.

We recognize certain key highway projects in Oregon have been categorized with general obligation bond sales at the rate of $25 million a year over a period of six years. We also recognize the national bond market is a fluctuating phenomenon and may be difficult to employ in the most frugal manner for Oregon's best interests, thereby further delaying implementing some badly needed highway developments.

Your immediate go-ahead on the east Oregon City bypass in connection with the president's announcement, therefore, would appear to resolve several issues in one action.

To further clarify and justify this request, we are enclosing our latest updating of Oregon City area statistics obtained from administrators of special districts headquartered in and near Oregon City. They are current through Dec. 31, 1974, and supplement similar information this chamber has provided for your consideration during the past four years in connection with the Oregon City bypass.

aeg
R/D

RECEIVED
FEB 14 1975
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

It is our hope this data will more deeply concern you with the traffic congestion and related problems involving State Highway 213 as it winds through the City of Oregon City.

Cordially,

Rod Geier

Rod Geier, Manager

RG:cg

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FEB 13 1975
OFFICE
DIRECTOR of TRANSPORTATION

OREGON TRI-CITY
CHAMBER OF COMMERCE

GLADSTONE
OREGON CITY ▲ WEST LINN

PHONE (503) 656-1619 102 NINTH STREET OREGON CITY, OREGON 97045

TRI-CITY AREA STATISTICS

Courtesy
OREGON TRI-CITY CHAMBER OF COMMERCE
102 Ninth Street
Oregon City, Oregon 97045
(503) 656-1619

Clackamas Community College	1967	1970	1972	1975
1/1/75 Enrollments	638	3,168	4,700	7,118
Oregon City Schools	1961	1966	1972	1975
1/1/75 Enrollments	3,701	4,525	5,802	6,316
West Linn Schools	1961	1966	1972	1975
1/1/75 Enrollments	1,984	2,668	2,938	3,015
Gladstone Schools	1961	1966	1972	1975
1/1/75 Enrollments	938	1,168	1,389	1,769(1)
Redland Elementary School(1-8)	1961	1966	1972	1975
1/1/75 Enrollments	234	317	518	600
Oregon City Postal District		1966	1972	1975
Total Daily Delivery Sites		5,780	7,955	9,768
West Linn Postal District		1969	1972	1975
Total Daily Delivery Sites		3,080	3,651	3,716
Gladstone Postal District		1966	1972	1975
Total Daily Delivery Sites		2,035	3,213	3,494
City of Oregon City	1960	1965	1972	1975
Building Permits	NA	225	250	286(2)
Water Accounts	2,555	2,620	3,402	3,850
Population	**8,750**	**8,300**	10,300	11,900

City of West Linn	1960	1965	1972	1975
Building Permits	72	96	210	155(2)
Water Accounts	NA	NA	2,350	2,504
Population	NA	4,570	7,500	8,630

City of Gladstone	1960	1965	1972	1975
Building Permits	18	26	365	139(2)
Water Accounts	1,450	1,500	2,200	2,350
Population	3,865	4,950	6,790	8,075

Pacific Northwest Bell (Oregon City Exchange)	1970	1971	1972	1975
Total Telephones	17,426	18,681	22,021	25,765(3)

Beavercreek Telephone Co.	1970	1971	1972	1975
Total Telephones	1,215	1,563	2,044	2,709

Clear Creek Telephone Co. (Redland Area)	1970	1971	1972	1975
Total Telephones	1,464	1,776	2,082	2,484

Canby Telephone Co.	1970	1971	1972	1975
Total Telephones	4,385	4,833	5,710	6,742

Portland General Electric Co. (Oregon City Division)	1970	1971	1972	1975
Customer Accounts	21,301	23,956	26,210	29,662(4)

Northwest Natural Gas Co. (County Certified Area)	1970	1971	1972	1975
Customer Accounts	12,800	15,835	17,378	20,725(5)

Area Water Districts	1970	1971	1972	1975
Clairmont	951	1,197	1,599	1,928
Redland	277	365	435	507
Holcomb-Outlook	NA	230	380	449

(1) Includes 141 kindergarten pupils

(2) Calendar Year 1974 through December 31

(3) Includes Tri-City area, portions of Clackamas, Pete's Mountain areas

(4) Includes Tri-City area, Pete's Mountain, Canby, Molalla, Metzler Park, Fisher's Mill, Carver and Clackamas areas.

(5) Western Clackamas County

Rod Guin, Mgr.

September 24, 1974

Mr. Vern Gerberding, Analyst
Facilities Management
Dept. of Human Resources
Rm. 318 Public Service Bldg.
Salem, OR 97310

Dear Mr. Gerberding:

The subject of your letter of September 11 regarding a proposal for an Oregon City Bypass is one of future plans for the area. Over the past several years, Clackamas County, the City of Oregon City, and the State of Oregon, have been considering such a proposal but, due to limited funding, progress has been somewhat slow. The city and county have this proposal on high priority.

Various routes for alternate corridors have been surveyed and studied, and the spiraling costs of right-of-way and related activities have been a real concern.

With the data obtained to date, and compiling of additional data such as the environmental statement, preliminary right-of-way appraisals, etc., it is possible the proposal will be presented at a public hearing within the next year or so. If available financing, agreements, and particulars of State and/or Federal aid requirements are met, we could perhaps construct this facility within the next five to ten years.

As it stands, there has not been a firm commitment to build this facility by any agency.

Very truly yours,

L. W. Rulien
Project Management Engineer

DNH:ljt dg

bc E. L. Hardt
H. S. Cox

DEPARTMENT OF HUMAN RESOURCES

OFFICE OF THE DIRECTOR

RM. 318, PUBLIC SERVICE BUILDING • SALEM, OREGON • 97310 • Phone 378-3033

TOM McCALL
GOVERNOR

CLEIGHTON PENWELL
Director

DIVISIONS
Children's Services
Corrections
Employment
Health
Mental Health
Vocational Rehabilitation
Welfare

SPECIAL PROGRAMS
Aging
Camps
Economic Opportunity
Human Resources Centers

September 11, 1974

Mr. L. W. Rulien ✓
Project Engineer
Room 207, State Highway Building
Salem, OR 97310

Re: Oregon City Bypass

Dear Mr. Rulien:

In planning discussions for relocation of our services in Oregon City, we were informed of plans being formulated to construct a bypass around Oregon City to the south.

It is requested that we be furnished any information you may have and also any indication of time table for the construction of this bypass. It is realized this is based on conversation only at this time; therefore, we are not asking for firm dates and figures, merely guesstimates.

Sincerely,

Vern Gerberding

Vern Gerberding, Analyst
Facilities Management

VG:dv

RECEIVED
COUNTY & CITY SECTION
SEP 17 1974
☑ ENGR. ☑ COOR. ☐ OE ☐ AE ☐ UE
☐ UPE ☐ CE ☐ RE ☐ RPE ☐

9-16-74
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SEP 13 1974
PROJECT MANAGEMENT SECTION

FORM E-30

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310

DATE August 8, 1974

TO J. H. Versteeg
Road Design Engineer

FROM Gary A. Potter, Manager
Environmental Section

ORIGINAL SIGNED BY
GARY A. POTTER

SUBJECT Oregon City Bypass

In response to your request for Environmental Section input to the Oregon City Bypass location study, I am forewarding the attached analysis of social, economic and environmental factors. Our intention, after discussion with Tom Edwards about the format of location study reports, was to provide a chapter suitable for incorporation into the report without extensive rewriting or editing. The effort was tailored after similar location studies done for I-82, I-205, and I-90.

We will be available to assist your staff in preparing appropriate mapping to go along with the narrative report. We have already indicated to Tom Edwards that the land use and zoning maps prepared by Region 1 need to show more detail.

In addition to transmitting this narrative, I think it is an appropriate time to pass on some initial reactions that may be helpful in completing the study report. Alignment C appears to have severe impact from a social and economic standpoint and I suggest that the conclusion of the location study should indicate that it has been dropped from further consideration. If discussions of Corridor C were to continue in the EIS and public hearings it would probably shift attention away from the two really feasible routes and their various combinations. Our analysis indicates a trade-off between the major adverse environmental affects associated with the Newell Creek alignments (including lines B, ABA, ABB and BBA) as opposed to somewhat limited adverse social affects resulting from the A alignments (including lines A and BAA). Further EIS and location analysis should probably focus on these alternatives and issues.

Please let me know if you have any questions or if I can be of further assistance. Perhaps we should meet to discuss how to proceed.

GAP:EHE:sz

cc: E. S. Hunter
R. L. Schroeder ✓
V. D. Wolfe
George Ramjoue'
Newt Andrus

RECEIVED
AUG 9 1974
Office of
Assistant State Highway Engineer

NOTED
R. L. SCHROEDER

January 11, 1974

The Honorable Mark O. Hatfield
United States Senator
463 Russell Senate Office Building
Washington, D. C. 20510

Attention Marty Gold

Dear Senator Hatfield:

In response to your request, I am forwarding a resume' of the Oregon City bypass proposal.

Also enclosed is a map showing the possible alternate routes that we will be studying in connection with this proposal.

Very truly yours,

F. B. Klaboe
Administrator and
State Highway Engineer

FBK:mo
Encs.
cc/encs - Salem Office

bc A. E. Johnson
E. S. Hunter

OREGON CITY BYPASS

Some of the traditional problems of growing Western cities have not only been felt and faced by Oregon City but have been accentuated by her unique location on the eastern side of the Willamette River, where its banks narrow at the northerly end of the Willamette Valley. Cities tend to grow around potential industrial resources and transportation facilities and Oregon's first city is no exception.

Willamette Falls provided power for early industry and was, to begin with, the upstream terminus of heavy water traffic. The old Barlow Road, the first branch of the Oregon Trail, also terminated at Oregon City.

Then with installation of locks at Willamette Falls and the advent of railroads, heavy transportation was extended southward and, later on, with automotive traffic came highways, expressways and freeways. For economic reasons, overland modes of transport are usually built to follow the easiest grade, as does the river for natural reasons. Thus, in a narrows type of situation, they all converge--as they do in Oregon City. This convergence of transportation and industry has led to a level of congestion in the downtown area that is usually felt only in the very largest cities. One of the roads terminating in Oregon City is Highway 213 to Mulino, Molalla, Silverton, and eventually Salem. It presently enters the city as 7th Street and leads into the heart of town to Washington Street, becomes an identity with Washington Street, leading northeasterly to terminate at the new I-205 freeway at the Park Place Interchange northeast of town. One means of partially relieving congestion in downtown streets would be the bypassing of through traffic that must presently thread its way through town. Preliminary studies have been conducted by the Highway Division over the last fifteen years. The most recent of these studies show that a minority of the traffic arriving at the south edge of town on this highway actually has the town as a destination; the rest of this traffic has other destinations such as Portland and points east, north and west therefrom.

The studies suggest that rerouting the road could unload 7th Street and Washington Street in downtown Oregon City by removing the bulk of through traffic while providing a convenient connection for the remaining traffic desirous of going to the central business district.

The idea of a bypass ~~that~~ leads directly to the question as to how it will fit into transportation planning and financing. As the complexity of our civilization increases, it becomes imperative that multi-million dollar projects with cumulative multi-million dollar consequences in their use by the public must be exhaustively researched and planned. Intelligent planning can result in huge savings in terms of coordination with other facilities, in minimized lost motion, and assurance that the proposed facility will be useful for its intended life without having to be replaced because of premature obsolescence.

As might be expected in a complex civilization, the planning process has also become increasingly complex. The voices of the public, semi-public and private agencies that are directly or indirectly involved, and the voices of those individuals who feel compelled, or are willing to speak up should rightfully be heard. To this extent the public hearing is relied upon as a primary medium for the input of public opinion which is playing a large part in the highway planning process. Definite steps in the planning process now include statements on minority groups that are affected, environmental impact statements, and detailed land use inventories and analyses.

A comprehensive plan begins with an analysis of the transportation needs of the area including all possible modes, opportunities for mass transit, for example, are considered. This constitutes the systems planning phase and includes a modal-split analysis to ascertain the desirability of other modes besides highway, traffic generation and desires, environmental overview and other factors that influence decision making. During this system planning phase, unsolicited correspondence is sometimes received from interested agencies and individual citizens which can often provide a clear picture of the public desire in a given locale. It is the intent of the Highway Division to use more public input at this early stage through an informal "town meeting" type of assemblage in addition to questionnaires and opinion surveys.

The outcome of systems planning can focus attention on the certain areas that need it. Surveys and inventories of land use, schools, post office, and fire protection districts are conducted.

In addition, a reconnaissance survey is begun which involves a study of the geological features, hydrology and drainage, and a more comprehensive analysis of the traffic that will use the facility. Route possibilities are then established to determine the feasibility of the project. During this survey, the information for an appraisal of the environmental effects is gathered to provide the nucleus for a draft environmental impact statement.

When this work is completed covering the possible route alternatives, along with an estimate of the consequences of each alternative, it is presented to the public for reaction and comment at a public hearing. Testimony from the hearing plays the major role in choosing the desirable alternative.

After this, location and design studies can begin. More public input is solicited and a design hearing is conducted for the public to participate in this process. The project is then advanced to final design and plans are developed and a contract can be awarded. Between the design hearing and preparation of the plans, necessary rights of way are acquired.

This brief accounting of the planning and location process is somewhat simplified. Current methods are complicated by an effort of the Federal Highway Administration toward standardization among the states. Every state is required to submit an "Action Plan" for approval by the Federal Highway Administration and the Governor of the state. Changes in Oregon planning processes are being made in accordance with these requirements, and since the Highway Division is in a transitional stage, a certain amount of minor disruption and rescheduling has been experienced in current projects.

The study for the Oregon City bypass is in the reconnaissance stage. Land use, schools, utilities, services, et cetera, have been surveyed and studied. Three general areas are being studied as possible routes for a bypass. Details of the routes considered will, of course, be made available at subsequent public hearings.

The three general study areas are common at the Park Place Interchange, on Interstate 205 on the north, and at a point on Oregon 213 in the vicinity of Clackamas Community College. These generalized study areas are roughly delineated on the accompanying map. Study area 1 involves a route passing to the west of Kelly Field and to the east of Oregon City High School. It then traverses generally through the easterly developed area of town, then joins the existing Cascade Highway (ORE213) in the vicinity of the water reservoirs, then following the existing alignment to Clackamas Community College.

Study Area 2 extends southerly from the Park Place Interchange past the Department of Public Works and generally follows Newell Creek southward. Two alternates for this study area are being considered; one which would lie on the easterly side of Newell Creek and the other on the westerly side of Newell Creek. This study area terminates in the vicinity of Clackamas Community College.

Study Area 3 extends southward from the Park Place Interchange, running between Ogden Junior High School and its neighboring church to the east, then extending southerly to pass near a church and the school bus garage. It becomes common with the existing Cascade Highway in the vicinity of Clackamas Community College.

As shown on the map, Study Areas 2 and 3 converge in the vicinity of Abernathy Creek. They could be combined as alternates from there north. There is a possibility that other areas may develop as a result of public comment.

1/11/74

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COUNTY OF CLACKAMAS
DEPARTMENT OF PUBLIC WORKS
902 ABERNETHY ROAD, OREGON CITY, ORE. 97045
JOHN C. McINTYRE, Director
Phone 655-8521

December 7, 1973

NOTED
E. S. HUNTER

Oregon State Highway Department
Highway Building
Salem, Oregon

ATTENTION: Robert Schroeder -
Assistant Highway Engineer

The City of Canby passed the attached Resolution regarding its position on the Oregon City By-Pass. I am submitting a copy of this Resolution to you for your records.

JOHN C. McINTYRE - Director of Public Works

/mak

Attachment

cc: City of Oregon City
City of Canby
Board of Commissioners

RECEIVED
STATE HWY ENGR
DEC 10 '73
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

RECEIVED
DEC 10 1973
Office of

RECEIVED
DEC 12 1973
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

NOTED
R. L. SCHROEDER

RESOLUTION NO. CLXVII

A RESOLUTION RELATING TO THE CITY'S POSITION ON THE PROPOSED OREGON CITY BY-PASS.

WHEREAS, the State Transportation Commission is conducting a study of the necessity and feasibility of constructing the so-called Oregon City By-Pass which, among other things, will relieve traffic congestion in the residential and urban areas of Oregon City and its environs of which Canby is a part; and

WHEREAS, the Canby City Council is aware of the traffic, transportation and growth problems of Clackamas County and has considered the proposed plan for construction of the Oregon City By-Pass, and intends by this Resolution to indicate its unequivocal and wholehearted support of the project; now, therefore,

BE IT RESOLVED by the Canby City Council that it unanimously supports and approves and joins with others similarly interested and concerned in hereby urging the Oregon Transportation Commission to allow the expenditure of necessary funds to complete the construction of the Oregon City By-Pass and all of the necessary facilities related to that project.

BE IT FURTHER RESOLVED that copies of this Resolution be filed by the City Recorder with the Board of County Commissioners of Clackamas County, the City Council of Oregon City, and the State Transportation Commission.

Adopted by the Canby City Council at a regular meeting thereof this 5th day of November, 1973.

Paul N. Roth

PAUL N. ROTH - Mayor

ATTEST:

J R Richardson

J. R. RICHARDSON, City Recorder

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Adopted by the Canby City Council at a regular meeting thereof this 5th day of November, 1973.

Paul N. Roth

PAUL N. ROTH - Mayor

ATTEST:

J. R. RICHARDSON, City Recorder

RESOLUTION NO. CLXVII

OREGON STATE HIGHWAY DIVISION

REGION 1

P.O. BOX 02157 • PORTLAND 97202 • Phone 654-7741, Ext. 262

TOM McCALL
GOVERNOR

GEORGE M. BALDWIN
Administrator of Highways

LWR/cr
bc E. S. Hunter
R. N. Bothman
Max Klotz
Al Simonson, City Mgr.
City Hall
Oregon City, OR 97045

September 25, 1973

Mr. Sam Newton
159 Telford Road
Oregon City, OR 97045

Traffic Matters
Clackamas-Oregon City Area
North Clackamas County

Dear Mr. Newton:

Thank you for your letter of August 23 calling to our attention traffic problems which you have identified in the Clackamas and Oregon City area, and also setting forth suggested solutions.

Both the Oregon State Highway Division and the City of Oregon City have recognized the congestion that exists on Washington Street, 7th Street, and Molalla Avenue, and some of the problems consistent with going either to Molalla or to Main Street from the north.

We believe that the development of a "bypass route" would be the best solution to this problem and we are now in the early planning and reconnaissance stage of developing such a proposal. We believe that completion of our current construction activity in the Clackamas area will help the problem that currently exists at the intersection of old 82nd and the Estacada Highway. In any event, we believe that we need to complete the present construction before the permanent situation can be reviewed because there are now so many temporary traffic movements in the area.

Thank you again for taking the trouble to write.

Very truly yours,

L. W. Rulien
Regional Engineer

NOTED
E. S. HUNTER

RECEIVED
SEP 26 1973
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

E-123

REFERRED TO
Hwy. Engr.
BY ADMINISTRATIVE SERVICES

Aug 23, 1973
[illegible] Telford Rd
Oregon City, Oregon
97045

RECEIVED
STATE HWY ENGR
AUG 27 '73
REFER TO
[illegible]
FOR

Info	Inves	R/D	D/R	Sign	Act	File
			✓	✓		

NOTED
E. S. HUNTER

Highway Dept
Salem Oregon
97310

Dear Sir

Since the I 205 freeway has come through and more houses and people, traffic bottle necks have been created in Oregon City and Clackamas.

I have a partial solution to these bottle necks. 99E under the east end of the I 205 bridge is real bad at times. only a partial solution can help. all traffic coming from Gladstone on I 205 heading for Molalla and main street of Oregon City could be ~~[illegible]~~ shifted to the right and ~~[illegible]~~ under I 205 on to Main Street.

Now for bottle neck no. 2 Washington Street, 7th street, and Molalla ave. This is a state highway but at times
a very

8-28-73
original to Bothman
answer with cc to Salem.

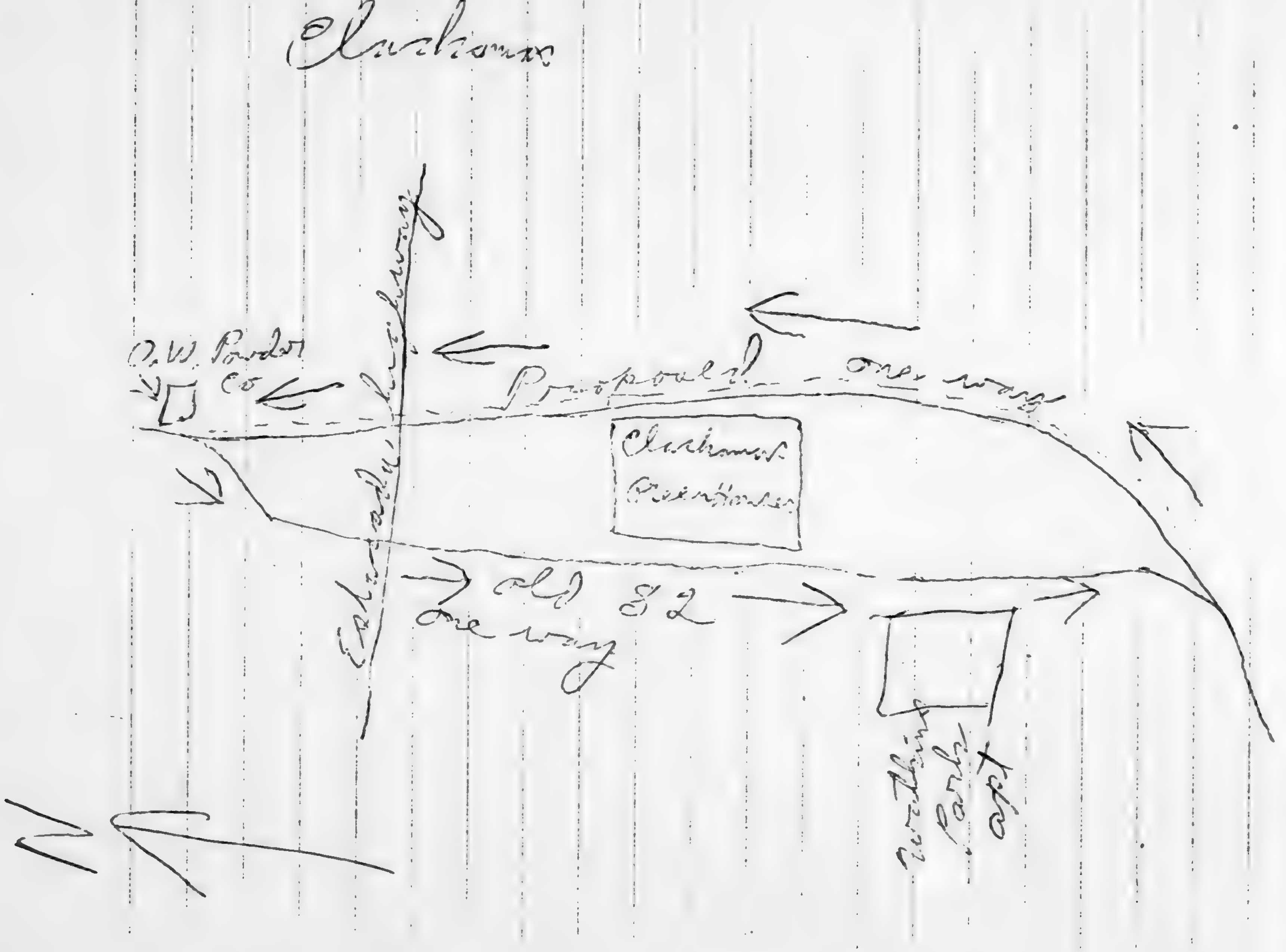
is over crowded. Starting at Kelly Field on Washington St., 7th St, and Mollala ave To Beaver Creek Road Should be one way streets and the adjoining street John Adams St. and 8th. and a new street yet to be proposed east of Mollala ave could be the other one way street.

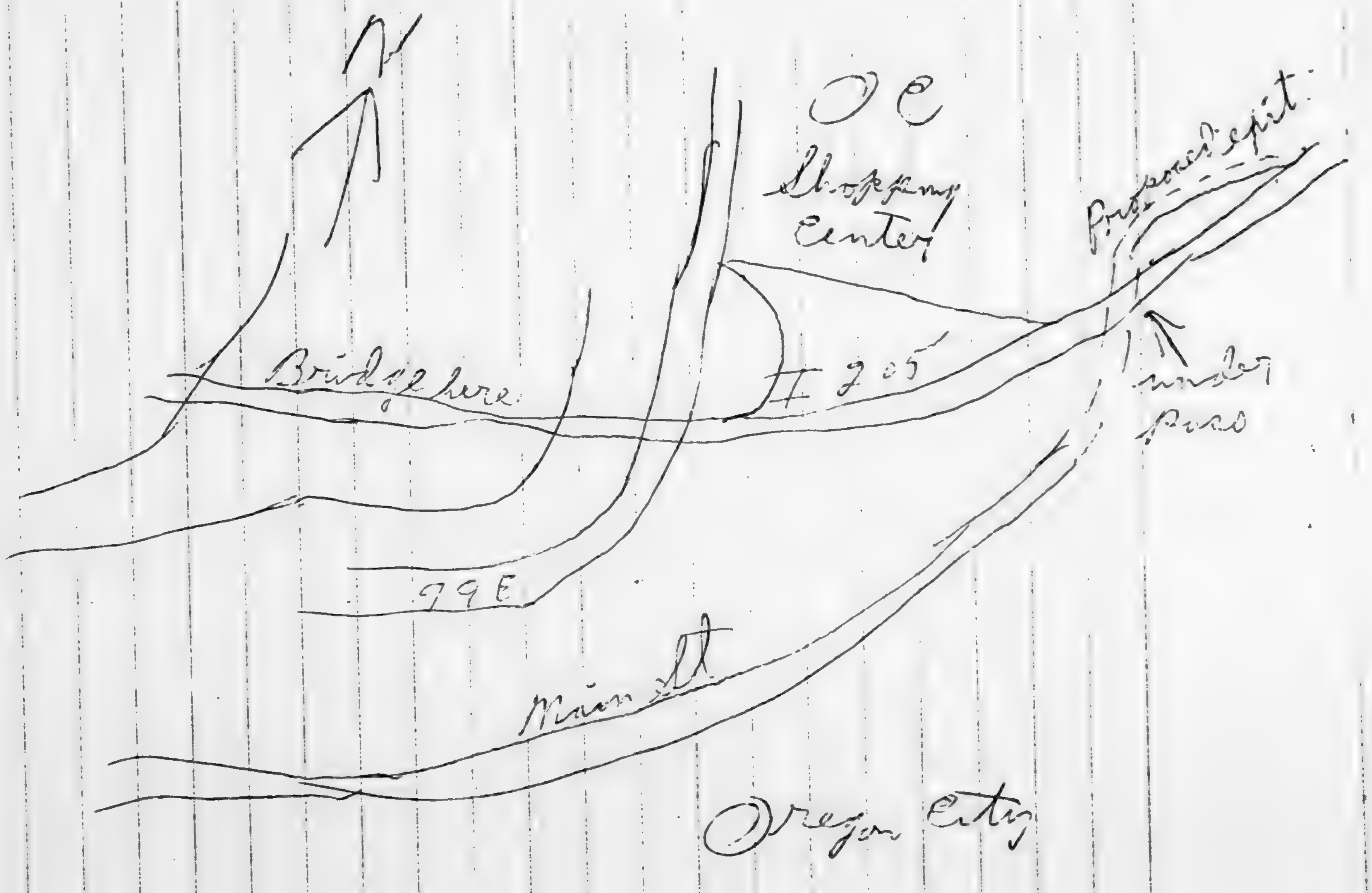
Now bottle neck no 3 in Clackamas at the light on old 82 & Estacada highway. This to should be should be one way starting 4 block north of light at Oregon Washington Powder Co. and going to the corner just past Watkins Ford.

I have enclosed a rough drawing of how these would help.

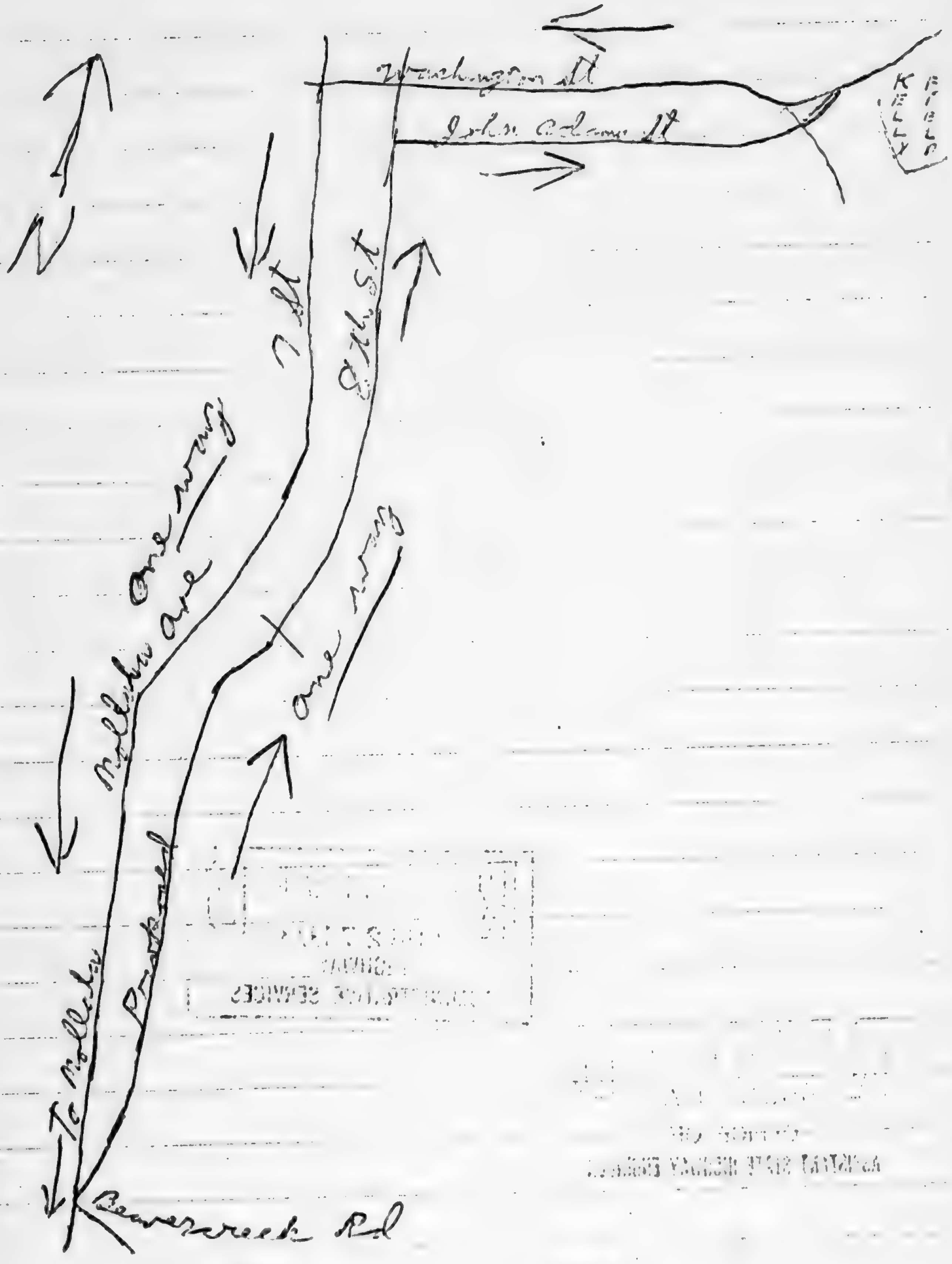
Sincerely

Sam Newton

Clackamas
O.W. Powder Co
Estacada highway
Proposed one way
Clackamas Greenhouses
old 82 one way
Watkins Park apt
N


N
OC
Shopping Center
Proposed depot
Bridge here
I 205
under pass
99E
Main St
Oregon City

Oregon City


N
Washington St
John Adams St
KELLY FIELD
7th St
8th St
one way
Molalla Ave
one way
Proposed
To Molalla
Beavercreek Rd

STATE HIGHWAY COMMISSION MEETING

Delegation ______________________

Date ____________ 1971

Time ______________________

Name	City or Town	Capacity
① [illegible]	[illegible]	
② [illegible]	[illegible]	
John [illegible]	[illegible]	
[illegible]	[illegible]	
[illegible]	[illegible]	
[illegible]	[illegible]	
John [illegible]		
[illegible]	[illegible]	

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FORM E-30 (REV 10-61)

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

September 4, 1973

SUBJECT: Status Report
Oregon City Bypass
Cascade Highway
Clackamas County

To: Mr. E. S. Hunter
Assistant State Highway Engineer

This report on the Oregon City bypass has been developed as requested by you in response to a letter from Thomas D. Telford, Chairman of the Clackamas County Board of Commissioners, requesting an audience before the Oregon Transportation Commission at its September 19 meeting.

The Park Place-Clackamas Community College Section (Oregon City bypass) of the Cascade Highway has been under study for several years. Several alternate corridors have been studied and various limited analyses have been made.

A detailed reconnaissance study was started in January of this year. It commenced with inquiries to various agencies concerning different aspects of the study area. Since that time information on traffic desires, bus routes and schedules, zoning, land use, hydrology, geology and soil considerations and utilities in this area has been generated. The following report includes some of these data as well as some of the material already on hand.

The reconnaissance study will include reconsideration of past studies. Analysis of all new data and materials and facility evaluation will follow, with a consideration of all known factors, including an extensive environmental impact statement. A final summary of this study will be contained in the exhibits for the corridor hearing.

The preliminary estimated cost for this project is between $4 million and $6 million. The earliest possible corridor hearing date is projected for early 1975.

Victor D. Wolfe

Victor D. Wolfe
Location Engineer

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OREGON CITY'S POSITION STATEMENT
CONCERNING THE OREGON CITY BY-PASS
PRESENTED TO THE STATE TRANSPORTATION COMMISSION

SEPTEMBER 19, 1973

MR. CHAIRMAN, COMMISSION MEMBERS AND STATE HIGHWAY PERSONNEL:

MY NAME IS HOWARD KLEMSEN. I AM MAYOR OF THE CITY OF OREGON CITY, AND I AM HERE TODAY REPRESENTING THE CITY'S POSITION RELATING TO THE OREGON CITY BY-PASS.

ON APRIL 4, 1972 MEMBERS OF THE TRI-CITY CHAMBER OF COMMERCE, DR. JOHN HAKANSON, PRESIDENT OF THE CLACKAMAS COMMUNITY COLLEGE, AND CITY AND COUNTY COMMISSION MEMBERS APPEARED BEFORE THE STATE HIGHWAY COMMISSION TO URGE THE STATE TO COMMIT FUNDS FOR CONSTRUCTION OF A BY-PASS TO OREGON CITY. THE REQUEST WAS ONLY ONE OF A SERIES OF REQUESTS RELATING TO THE SAME SUBJECT, WHICH HAS A HISTORY DATING BACK TO THE LATE 50'S, WHEN ASHLEY GREENE, CHAIRMAN OF THE HILLTOP BOOSTERS, FIRST CALLED THIS PROBLEM TO THE ATTENTION OF THE HIGHWAY COMMISSION. SINCE THAT TIME, STATE POLITICIANS AND HIGHWAY PERSONNEL HAVE ATTENDED NUMEROUS MEETINGS IN THE AREA AND REPORTED THAT THIS FACILITY WAS ANYWHERE FROM 5 TO 10 YEARS IN THE FUTURE.

EACH PRESENTATION MADE BEFORE THE HIGHWAY COMMISSION WAS SUBSTANTIATED BY THE USUAL HIGH TRAFFIC FLOWS, CONGESTION ON CITY STREETS AND LACK OF DEFINITE INFORMATION FOR PROPER LAND-USE PLANNING. THE DISCOURAGING ASPECT OF THESE FIGURES IS THAT EACH YEAR THEY BECOME PROGRESSIVELY WORSE AND IMMEDIATE RELIEF IS NOT IN SIGHT.

OREGON CITY, I FEEL, HAS DONE EVERYTHING POSSIBLE TO REDUCE THE CONGESTION AND INCREASE THE TRAFFIC FLOW ON THE CASCADE HIGHWAY (THE ROUTE WHICH THE OREGON CITY BY-PASS WILL RELIEVE). WE HAVE ELIMINATED PARKING

AND HAVE INSTALLED TRAFFIC LIGHTS AT ALL CONGESTED INTERSECTIONS. I AM SURE YOU REALIZE THAT THESE ARE ONLY STOP-GAP MEASURES FOR FACILITIES WHICH SHOW EVER INCREASING TRAFFIC VOLUMES.

THE COMMISSION RESPONDED AT ITS HEARING OF APRIL, 1972 THAT IT WOULD TAKE THIS MATTER UNDER ADVISEMENT, AND IF FUNDS COULD BE FOUND, SOME ACTION WOULD BE TAKEN BY THE HIGHWAY STAFF. IT IS OBVIOUS TO US THAT THE COMMISSION MEANT WHAT IT SAID, AS THEIR REGION I OFFICE CONDUCTED A RECONNAISANCE SURVEY FOR THE PROJECT. TWO BASIC ALTERNATIVES WERE DEVELOPED, WITH ONE ALTERNATE, ITSELF, HAVING AN ALTERNATE ROUTE. WE WERE HIGHLY ENCOURAGED BY THE INFORMAL PRESENTATION YOUR STAFF MADE TO US CONCERNING THE ROUTES, HOWEVER, OUR ENTHUSIASM SUBSIDED WHEN WE AGAIN LEARNED WE WERE 5 TO 10 YEARS AWAY FROM REALIZATION OF THE PROJECT.

CLACKAMAS COUNTY, IN CONJUNCTION WITH OREGON CITY PERSONNEL, RECENTLY TOOK AVERAGE DAILY TRAFFIC COUNTS ON THE CASCADE HIGHWAY AND STREETS WHICH, WE FELT, HAVE BEEN AFFECTED BY THE CONGESTION ON THAT HIGHWAY. THE FIGURES SHOW THAT WE ARE RUNNING FROM A HIGH OF 17,900 CARS PER DAY OVER A TWO-LANE SECTION OF THE CASCADE HIGHWAY TO A LOW OF 12,300 CARS PER DAY. THE ONLY REASON WE HAVE A LOW OF 12,300 CARS IS THAT THE TRAFFIC USING THAT SECTION OF ROADWAY HAS CHOSEN OTHER ROUTES THROUGH RESIDENTIAL AREAS. AS AN EXAMPLE, WE ARE RUNNING 9,000 CARS PER DAY OVER 5th STREET, A TWO-LANE ROAD GOING THROUGH A RESIDENTIAL AREA. THE SAME SITUATION EXISTS ON NINTH STREET AND ON SOUTH END ROAD IN OREGON CITY. THIS VOLUME OF TRAFFIC IS COMPOSED MAINLY OF THOSE WISHING TO AVOID USING THE CASCADE HIGHWAY. THE COUNT NOTED MANY HEAVY TRUCKS USING CITY STREETS IN ORDER TO BY-PASS HEAVY CONGESTION ON CASCADE HIGHWAY. THESE TRUCKS ARE DOING PERMANENT DAMAGE TO CITY STREETS, NOT CONSTRUCTED TO CARRY THIS TRAFFIC LOAD. WE, ALSO, FIND THAT WE HAVE 800 CARS PER DAY UTILIZING 18th STREET, A ROAD WITH A ONE-LANE BRIDGE WHICH WAS CONSTRUCTED SOLELY FOR QUICK ACCESS TO THE WILLAMETTE FALLS HOSPITAL.

THE ENTIRE PROBLEM IS CAUSED BY GROWTH OCCURRING ON THE SOUTHERLY OUTSKIRTS OF OREGON CITY AND THE CONSTRUCTION OF CLACKAMAS COMMUNITY COLLEGE ON THE BEAVERCREEK ROAD. TO SUBSTANTIATE THIS CLAIM, I REFER YOU TO A REPORT PREPARED BY THE CLAIRMONT WATER DISTRICT, THE DISTRICT THAT SERVES ONLY THE AREA IMMEDIATELY SOUTH OF OREGON CITY, WHICH IN 1962 HAD 244 WATER SERVICES AND TEN YEARS LATER HAS 1,600 WATER SERVICES. IN 1967 CLACKAMAS COMMUNITY COLLEGE HAD AN ENROLLMENT OF 630 STUDENTS. IN 1972, 5 YEARS LATER, IT HAD AN ENROLLMENT OF 4,700. FROM 1971 TO 1972, THE ENROLLMENT JUMPED BETTER THAN 1,100 STUDENTS. WHEN WE PROJECT THESE FIGURES ANOTHER 5 TO 10 YEARS, THE PERIOD OF TIME WE ARE TOLD IT WILL TAKE TO REALIZE THE BY-PASS, WE CAN ONLY FEEL THAT TRAFFIC WILL COME TO A STANDSTILL AND THE LIVABILITY OF OREGON CITY LOST. WE ARE, ALSO, WONDERING HOW WE CAN PROVIDE OUR RESIDENTS WITH THE proper EMERGENCY SERVICES SUCH AS POLICE, FIRE AND AMBULANCE, IF WE HAVE NO FACILITIES OVER WHICH THEIR VEHICLES CAN MOVE.

IN CLOSING, I WOULD LIKE TO POINT OUT THAT OREGON CITY IS VERY RICH IN HISTORY. DR. JOHN McLOUGHLIN LAID OUT OUR CITY IN 1842, AND AT THAT TIME IT WAS THE FIRST CAPITOL OF THE OREGON TERRITORY. IN 1957 THE LEGISLATURE NAMED DR. McLOUGHLIN THE "FATHER OF OREGON". HIS HOUSE, ONE OF THE MAJOR HISTORICAL SITES IN OREGON, RESTS ON A CITY PARK ABUTTING 7th STREET, A STREET WHICH IS GREATLY AFFECTED BY THE FLOW OF TRAFFIC ON THE CASCADE HIGHWAY. TODAY THERE ARE NEARLY 13,000 CARS PASSING HIS RESIDENCE WHICH, BY THE WAY, WAS THE TOTAL POPULATION OF OREGON IN 1850. PART OF THE EXISTING CASCADE HIGHWAY LIES WITHIN THE RIGHT-OF-WAY DEDICATED BY DR. McLOUGHLIN. PERHAPS YOU MAY FEEL HE SHOULD BE HELD RESPONSIBLE FOR CONGESTION TODAY DUE TO IMPROPER PLANNING, HOWEVER, I FEEL HE SHOWED EXCELLENT INSIGHT IN PLANNING FOR THE NEEDS OF THE PEOPLE OF THAT DAY, AND IT IS OUR RESPONSIBILITY TO PLAN FOR THE NEEDS OF THE PEOPLE OF OUR DAY.

AT THIS TIME, I WOULD LIKE TO INTRODUCE COMMISSIONER FRED STEFANI, FROM CLACKAMAS COUNTY, WHO WILL CONTINUE WITH THE PRESENTATION.

THANK YOU.

CLACKAMAS COUNTY'S POSITION STATEMENT CONCERNING THE OREGON CITY BY-PASS

PRESENTED TO THE STATE TRANSPORTATION COMMISSION

SEPTEMBER 19, 1973

MR. CHAIRMAN, COMMISSION MEMBERS AND STATE HIGHWAY PERSONNEL:

MY NAME IS FRED STEFANI, AND I AM A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS FOR CLACKAMAS COUNTY. I AM HERE TODAY REPRESENTING THE COUNTY'S POSITION RELATING TO THE OREGON CITY BY-PASS ROUTE.

PROPER LAND USE PLANNING FOR THE FUTURE OF OREGON WAS ONE OF THE MAIN THRUSTS OF THE 1973 LEGISLATURE. THIS WAS AN AREA TERMED BY GOV. McCALL AS HIS PRIME OBJECTIVE FOR THE SESSION. WHETHER THIS OBJECTIVE WAS ACHIEVED IS A MATTER OF CONJECTURE, HOWEVER, WE DID SEE SOME MAJOR LAND USE LEGISLATION ADOPTED BY THE LEGISLATURE IN SENATE BILLS 100 AND 101. IN ADDITION, THE PIECE OF LEGISLATION HAVING THE GREATEST EFFECT UPON THE TRI-COUNTY AREA IS SENATE BILL 769 WHICH GIVES THE COLUMBIA REGION ASSOCIATION OF GOVERNMENTS LAND USE PLANNING JURISDICTION IN OUR AREA.

REGIONAL GOVERNMENTS IN OREGON HAVE A SHAKEY FOUNDATION IN MANY PARTS OF THE STATE DUE TO THE FACT THAT WE STILL HAVE POLITICIANS WHO WISH TO REMAIN AUTONOMOUS, "DO THEIR OWN THING" AND BE FREE OF OUTSIDE INTERFERENCE. I WOULD BE THE FIRST TO STATE THAT INITIALLY THIS WAS MY FEELING, HOWEVER, IN LOOKING AT THE JOB OF MAKING OUR AREA LIVABLE FOR FUTURE GENERATIONS, IT IS VERY APPARENT THAT NO ONE JURISDICTION CAN SUCCEED WITHOUT THE COMPLETE COOPERATION OF OTHERS WHO HAVE AN INFLUENCING EFFECT.

TRADITIONALLY THE STATE HIGHWAY DEPARTMENT HAS PROBABLY HAD THE GREATEST IMPACT ON LAND-USE PLANNING, IN THAT NEW AND ADEQUATE FACILITIES ENCOURAGE LOCALIZED GROWTH, WHILE INADEQUATE FACILITIES DISCOURAGE THE SAME.

NOTED
MARIE STEPHENS

IT IS FORTUNATE THAT THE HIGHWAY DEPARTMENT HAS MADE FEW MISTAKES IN THIS ROLE, BUT THE TIME HAS COME WHEN TRANSPORTATION PLANNING SHOULD BE CONSIDERED AS JUST ONE OF THE ESSENTIAL ELEMENTS OF A LAND USE PLAN.

CRAG HAS RECOGNIZED THAT THE MAIZE OF LAND USE PLANS PUT TOGETHER BY EACH ENTITY OF GOVERNMENT IS INADEQUATE AND AS A RESULT, HAS ADOPTED AS AN INTERIM PLAN ITS POLICY OF URBAN CONTAINMENT. THIS POLICY IN EFFECT STATES THAT WE SHOULD DEVELOP THE LANDS WHICH CAN PRESENTLY SUPPORT POPULATION: THOSE WITH ADEQUATE SCHOOLS, WATER, SEWERS, LAW ENFORCEMENT AND TRANSPORTATION. IN A NUTSHELL, IT MEANS WE SHOULD DEVELOP OUR CITIES TO THE FULLEST, BEFORE WE ALLOW URBAN SPRAWL TO TAKE PLACE.

WITH THE EXCEPTION OF INADEQUATE SEWERS AND TRAFFIC CONGESTION, THIS IS AN IDEAL COMMUNITY TO ABSORB THE POPULATION GROWTH WHICH IS INEVITABLE. THE DEPARTMENT OF ENVIRONMENTAL QUALITY RESPONDED IMMEDIATELY TO THE SEWER PROBLEM, IN THAT THEY GAVE OREGON CITY, ALONG WITH THE CITIES OF GLADSTONE, WEST LINN AND THE COUNTY OF CLACKAMAS, FUNDS TO DEVELOP A PLAN TO CORRECT AND IMPROVE POLLUTION CONTROL FACILITIES IN THE AREA. THE STATE OF OREGON THROUGH THE DEQ WILL BE INVESTING MILLIONS OF DOLLARS IN OUR AREA TO IMPLEMENT THIS PLAN OVER THE NEXT 5 YEARS. TRAFFIC CONGESTION WILL THEN STAND AS THE SOLE FACTOR IN DISCOURAGING ORDERLY GROWTH.

THE BY-PASS IS NEEDED IN ORDER TO TAKE THE TRAFFIC OFF OUR RESIDENTIAL STREETS. IN ADDITION, STREETS SERVING OUR COMMERCIAL AREAS MUST BE UNLOADED, IF THESE COMMERCIAL AREAS ARE TO FUNCTION PROPERLY AS INTENDED. FURTHER, WE ARE EXPERIENCING EXTREME AIR AND NOISE POLLUTION DUE TO THE EXCESSIVE GRADE ON THE CASCADE HIGHWAY WHICH MUST BE TRAVERSED BY COMMERCIAL VEHICLES.

THE HIGHWAY DEPARTMENT HAS PARTICIPATED WITH LOCAL GOVERNMENT IN PLANNING OUR HIGHWAY SYSTEM BEGINNING IN 1957, WHEN THE PORTLAND-VANCOUVER

METROPOLITAN AREA TRANSPORTATION STUDY WAS BEGUN. AS IN ALL STUDIES, MUCH TIME WAS CONSUMED IN GATHERING AND ANALYZING DATA, HOWEVER, IN 1970 A PLAN WAS ADOPTED WHICH LISTED 54 MAJOR PROJECTS THAT NEEDED TO BE CONSTRUCTED OR REBUILT. THE OREGON CITY BY-PASS WAS INCLUDED IN THE 54 AND IN ADDITION IT RECEIVED A "GROUP 1" PRIORITY RATING, WHICH MEANT THAT CONSTRUCTION WAS NEEDED IMMEDIATELY, IN ORDER TO CARRY OUT PROPER LAND USE PLANNING FOR THE AREA. CRAG, WHICH EVENTUALLY INHERITED THE PVMATS, MAINTAINS THIS SAME POSITION.

OUR AREA WAS GIVEN ENCOURAGEMENT WHEN WE LEARNED THAT A NEW FEDERAL FINANCING PROGRAM CALLED "FEDERAL AID URBAN SECONDARY" HAD BEEN IMPLEMENTED FOR THE METROPOLITAN AREA. THESE FUNDS WERE PASSED THROUGH THE STATE BY THE FEDERAL GOVERNMENT TO THE STATE'S METROPOLITAN AREA. CRAG WAS ASKED BY THE STATE TO DEVELOP PRIORITIES FOR EXPENDITURE OF THESE FUNDS, AND AT THAT TIME WE SUBMITTED THE OREGON CITY BY-PASS AS OUR NO. I PRIORITY PROJECT. MUCH TO OUR DISMAY, AND BY NO FAULT OF THE STATE, THE OREGON CITY BY-PASS WAS STRUCK FROM THE "FAUS" PROGRAM BY THE FEDERAL GOVERNMENT, AS IT DID NOT LIE ENTIRELY WITHIN THE URBAN BOUNDARIES. WHAT THE FEDERAL GOVERNMENT DID NOT REALIZE WAS THAT THIS FACILITY WAS NEEDED IN ORDER TO ALLEVIATE THE TRANSPORTATION PROBLEMS OF A PORTION OF THE METROPOLITAN AREA.

I ONLY POINT THIS OUT TO YOU TO SHOW THAT WE HAVE LOOKED AT EVERY ALTERNATIVE FOR FUNDING AND THAT ALL POSSIBLE ALTERNATIVES SEEM TO BE UNAVAILABLE EXCEPT THE HIGHWAY FUND.

WE RECOGNIZE THAT THE OREGON CITY AREA IS NOT UNIQUE IN HAVING TRANSPORTATION PROBLEMS AND THAT OTHERS MAY BE EXPERIENCING THE SAME DILEMMA.

THE 1973 LEGISLATURE ALSO RECOGNIZED THERE WERE HIGHWAY NEEDS TO BE MET AND FOR THAT REASON THEY APPROVED LEGISLATION WHICH WILL ALLOW YOU TO BOND UP TO ONE HUNDRED FIFTY MILLION DOLLARS FOR HIGHWAY IMPROVEMENTS. THESE FUNDS, IF SPENT ON THE OREGON CITY BY-PASS, WOULD CERTAINLY FOLLOW THE INTENT OF THE LEGISLATURE.

IT IS OUR HOPE THAT YOU WILL TAKE A NEW, HARD LOOK AT OUR PROJECT AND ALLOW THE EXPENDITURE OF NECESSARY FUNDS TO COMPLETE THE FACILITY WHICH YOU STARTED LAST YEAR THROUGH THE AUTHORIZATION OF A RECONNAISANCE SURVEY. WE ARE AWARE OF THE ROAD BLOCKS AND HURDLES THAT MUST BE OVERCOME FROM THE RECONNAISANCE STAGE TO FINAL CONSTRUCTION, AS WE HAVE HAD TO UNDERTAKE THE SAME ENVIRONMENTAL IMPACT STUDIES AND CORRIDOR AND DESIGN HEARINGS UNDER OUR "FAS" PROGRAM. WE ALSO REALIZE THAT IT CAN BE VERY FRUSTRATING TO YOU TO HAVE THE LOCAL GOVERNMENT SOLIDLY BEHIND YOU DURING THE PRELIMINARY STAGES, AS EVIDENCED BY THE MT. HOOD FREEWAY, AND THEN FIND YOURSELVES ALONE, ONCE QUESTIONS HAVE BEEN RAISED AS TO THE NEED. PLEASE BE ASSURED THAT WE, THE ELECTED LOCAL OFFICIALS OF CLACKAMAS COUNTY AND OREGON CITY, WILL STAND BEHIND YOU ALL THE WAY. TO SHOW OUR SINCERITY AND CONCERN FOR THE REALIZATION OF THIS PROJECT, I WOULD LIKE TO OFFER YOU OUR TOTAL TWO YEARS' APPROPRIATION OF FEDERAL AID SECONDARY FUNDS, ONCE THE PROJECTS YOU HAVE ON THE DRAWING BOARD FOR US ARE COMPLETED AND THE EXTENSION OF SUNNYSIDE ROAD CONSTRUCTED, WHICH WE AGREED TO DO AS THE RESULT OF THE CONSTRUCTION OF I-205. THESE FUNDS MAY NOT GO TOO FAR IN CONSTRUCTING THE FACILITY, BUT IT DOES SHOW THAT WE ARE PREPARED TO FOREGO TWO YEARS OF FEDERAL AID CONSTRUCTION IN ORDER TO REALIZE THIS FACILITY.

IN CLOSING I WOULD LIKE TO URGE THAT YOU COMPLETE AN ENVIRONMENTAL IMPACT STATEMENT FOR THE PROJECT AND BEGIN THE SERIES OF HEARINGS THAT WILL BE REQUIRED. ONCE THE LOCATION IS PINNED DOWN, WE WILL BE ABLE TO PROTECT THE CORRIDOR THROUGH LAND USE CONTROLS AND WILL BE ABLE TO BETTER PLAN FOR THE SURROUNDING AREA.

THANK YOU.

9592 [illegible]

June 27, 1973

To: Members of the Oregon Tri-City Chamber of Commerce

During the 1969-70 fiscal year, your chamber annual report read, in part, "...the decade of the 1970's will see many of the surrounding hillsides and agricultural lands change into residential and business developments." This report is designed to reflect those changes and others that have occurred over the past ten years.

Twenty administrators of special districts based in and near the tri-city area provided the statistical information. The districts range from Jennings Lodge south to near Marquam and from Lake Oswego east to a few miles west of Estacada. For greater visual understanding the statistics were then drawn in graph form.

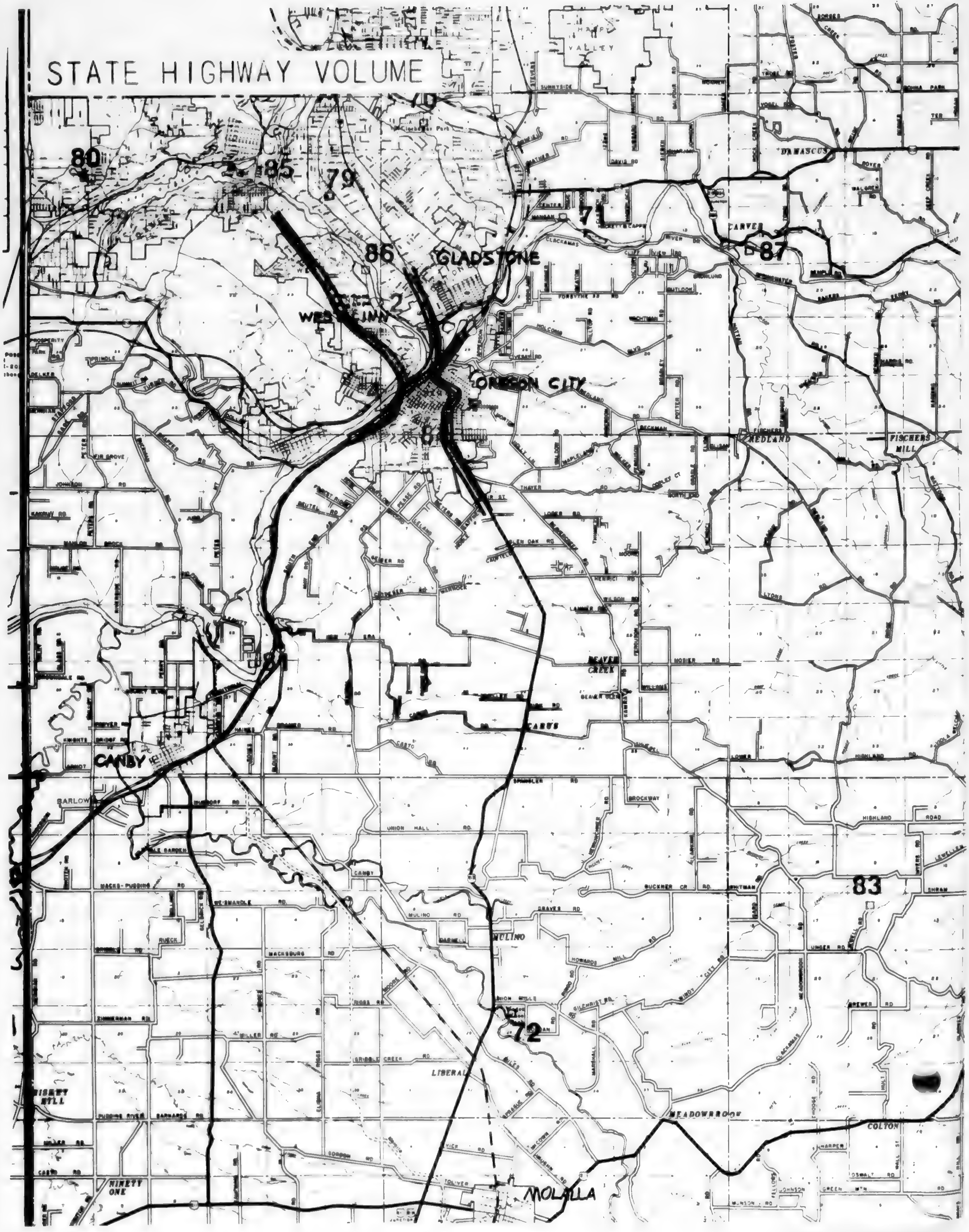
Each data sheet reflecting a special district is accompanied by a map that outlines the boundaries of the district. And, as often as practical, the maps are to the same scale to provide a truer perspective of the entire area.

The reader is cautioned not to compare the graphs of a data sheet. While each is in perspective to itself, most do not employ the same base line of reference. Limited page space and exhorbitant growth in some special districts precluded using the same scale and base line on some of the data sheets.

As nearly as possible, the latest recorded data in this first edition coincides with the end of the calendar year. Henceforth, it is this chamber staff's intention to update this booklet annually shortly after the first of the year.

We would like to thank and recognize the administrators for assisting your chamber in the preparation of this book: Larry Rulien, Region Engineer, State Highway Department; Dr. John Hakanson, President, Clackamas Community College; Dr. Edwin C. Ditto, Superintendent, School District 62; Chet Tunnell, Superintendent, School District 3; Frank Ellis, Superintendent, School District 115; Tom Martin, Principal, School District 116; William Green, Postmaster, Oregon City Postal District; Robert Green, Postmaster, West Linn Postal District; Charles W. Garlick, Postmaster, Gladstone Postal District; Alfred Simonson, Manager, City of Oregon City; Clifford Sanders, Administrator, City of West Linn; Leonard Strobel, Administrator, City of Gladstone; Ralph Kincaid, Manager, Pacific Northwest Bell Telephone Company, Oregon City Exchange; W.E. Whelchel, Manager, Beavercreek Co-operative Telephone Company; Joe Larson, Manager, Clear Creek Mutual Telephone Company; Eugene L. Cole, Manager, Canby Cooperative Telephone Company; Perry Landsem, Manager, Portland General Electric Company, Oregon City Division; Dave Martin, Manager, General Accounting, Northwest Natural Gas Company; and Robert Swanson, Administrator, Clairmont, Redland, and Holcomb-Outlook Water Districts.

STATE HIGHWAY VOLUME



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BEAVER CREEK
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CANBY
BARLOW
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MULINO
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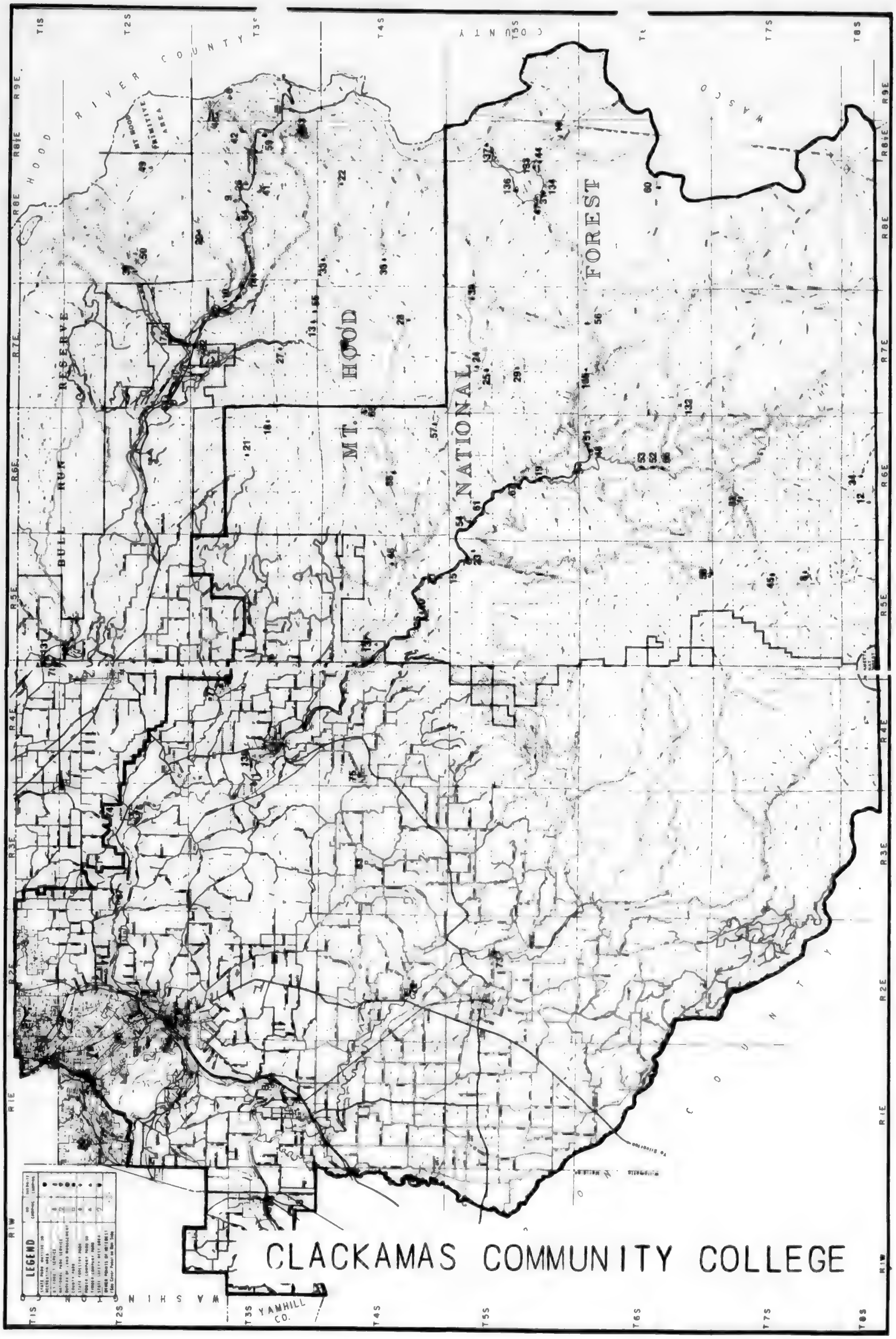
LIBERAL
COLTON
MOLALLA

Oregon City, West Linn, Gladstone

Traffic Volume

McLoughlin Boulevard

Intersection			Traffic Counts	
	1960	1965	1970	1972
North Gladstone City Limits	14,000	19,500	23,000	25,200
North Oregon City Limits	16,800	21,700	24,800	26,300
14th Street(n)	14,800	20,900	NA	23,100
14th Street(s)	14,200	18,400	NA	NA
10th Street(n)	NA	18,500	20,000	20,800
10th Street(s)	NA	15,600	16,000	16,600
South Oregon City Limits	6,150	7,600	8,600	9,000
Oswego Highway No. 3(Oregon Route 43)				
South Oswego City Limits	5,600	8,400	10,900	10,300
North West Linn City Limits	4,500	6,300	9,400	9,500
Willamette River Bridge, West Oregon City Limits	11,000	13,000	11,600	11,900
Washington Street				
Abernethy Road	6,600(n)	11,700	16,100s	NA
14th Street	6,000	9,600	12,500s	12,800
Seventh Street	5,400n	8,000	11,800	12,100
Seventh Street				
Washington Street	9,100e	11,800	14,200s	15,600e
Polk Street	7,200e	9,400	11,300e	12,600e
Molalla Avenue				
Holmes Lane	6,800	9,500	13,100n	13,300n
Warner-Milne Road	4,800	7,500	10,900n	12,300n
Warner-Milne Road	NA	6,400	10,400s	12,800s
Fir Street	NA	3,500	6,800s	7,000s


HOOD RIVER COUNTY
WASCO
COUNTY
MT. HOOD NATIONAL FOREST
BULL RUN RESERVE
MT. HOOD PRIMITIVE AREA
WASHINGTON
YAMHILL CO.
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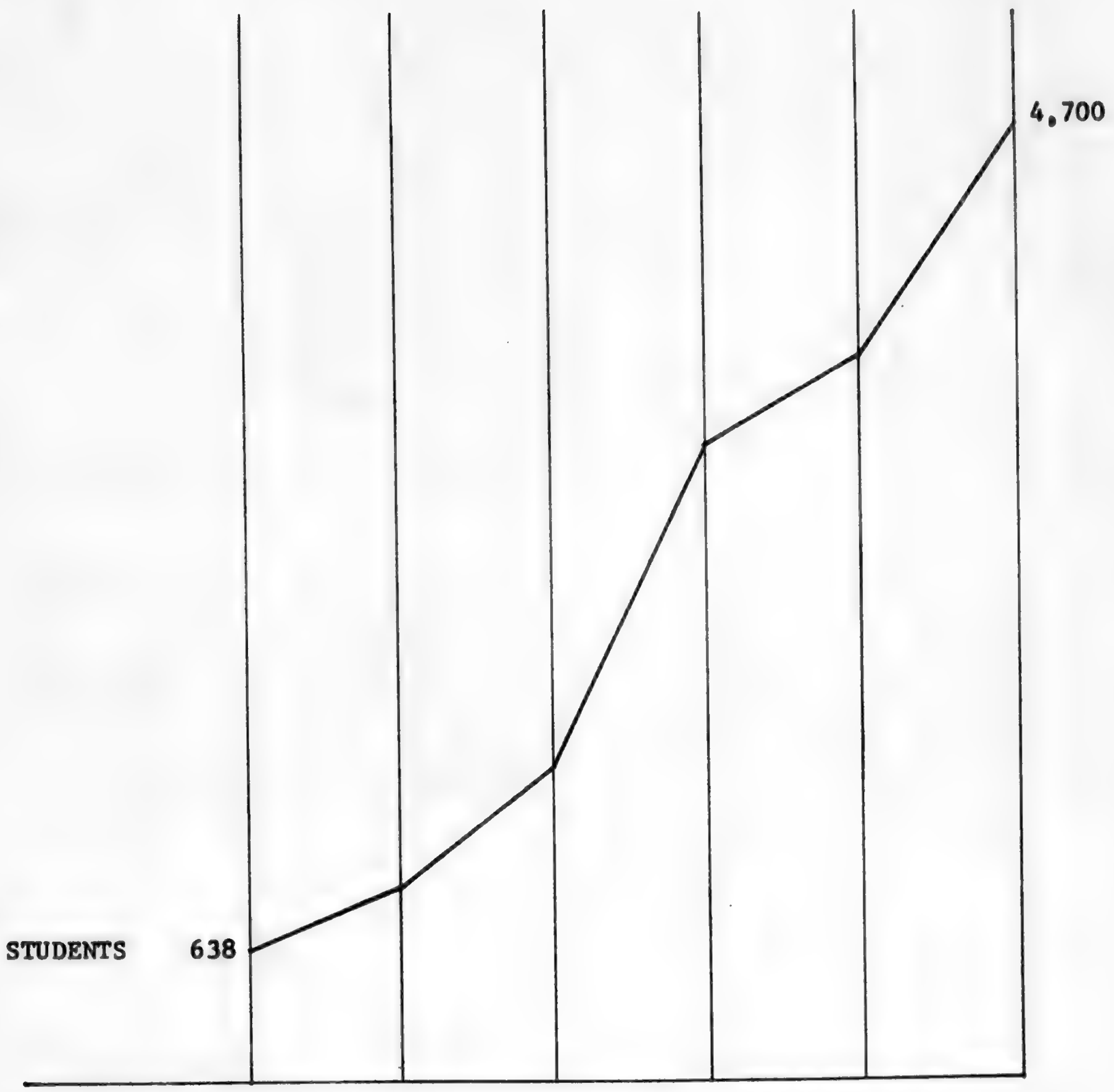
CLACKAMAS COMMUNITY COLLEGE

Clackamas Community College

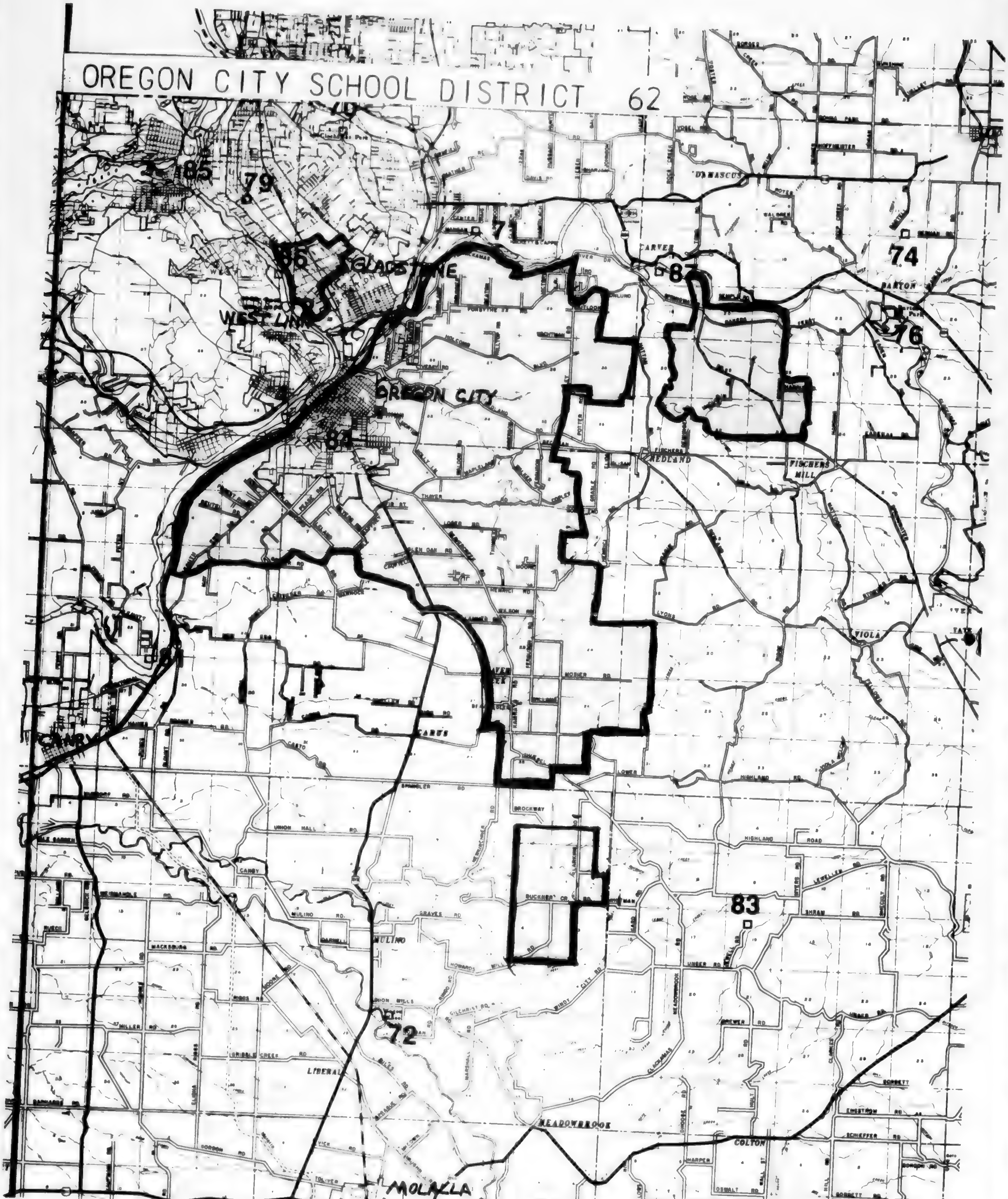
Dr. John Hakanson, President
656-2631

(December 31 Enrollments)

Year	1967	1968	1969	1970	1971	1972
Students	638	986	1,523	3,168	3,562	4,700



OREGON CITY SCHOOL DISTRICT 62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LIBERAL
MEADOWBROOK
COLTON
MOLALLA

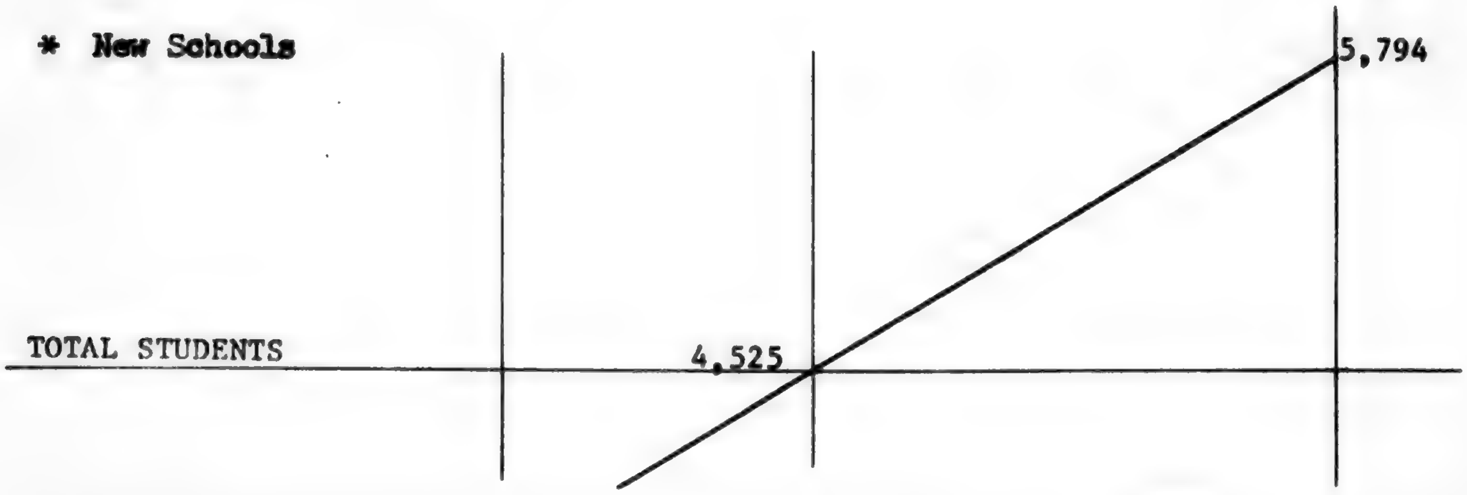
Oregon City School District 62

Dr. C. Edwin Ditto, Superintendent
656-4283

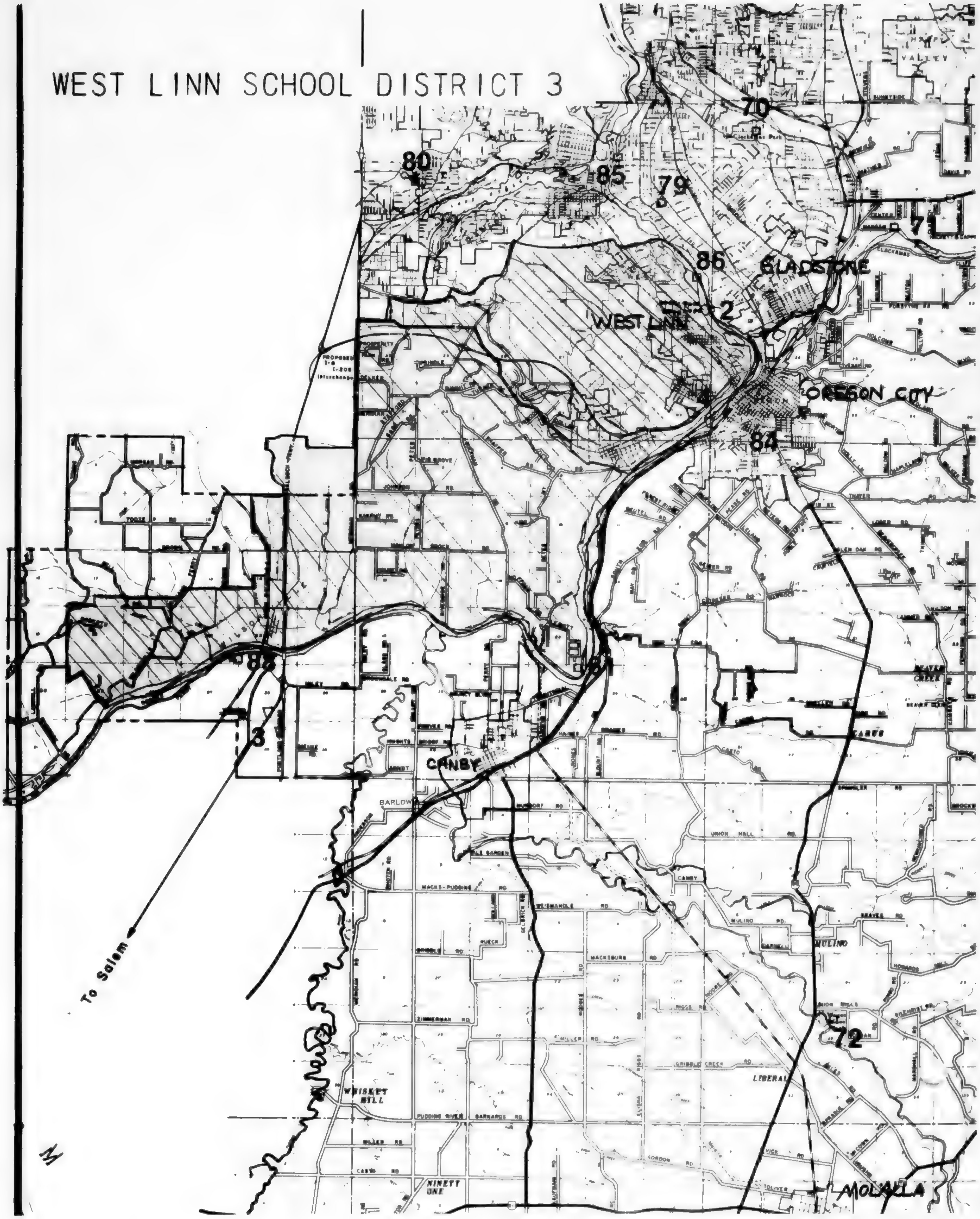
(December 31 Enrollments)

School	1961	1966	1969	1972
Mt. Pleasant(K-6)	392	319		481
Eastham(K-6)	486	383		349
King(K-6)	199	236		366
Gaffney Lane(K-6)		280*		378
Beaver Creek(K-6)	65	107		275
Holcomb(K-6)	30	185*		331
Park Place(K-6)	388	348		344
Barclay(K-6)	203	200		167
Candy Lane(K-6)			92*	173
Jennings Lodge(K-6)	329	412		329
Logan(1-6)	38	46		52
Gardiner Junior High(7-9)	872	529		695
Ogden Junior High(7-9)		521		688
Senior High School(9-12)	699	959		1,171
Totals	3,701	4,525		5,794

* New Schools



WEST LINN SCHOOL DISTRICT 3



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BARNARDS RD
CASTO RD
NINETY ONE
TOLIVER
MOLALLA

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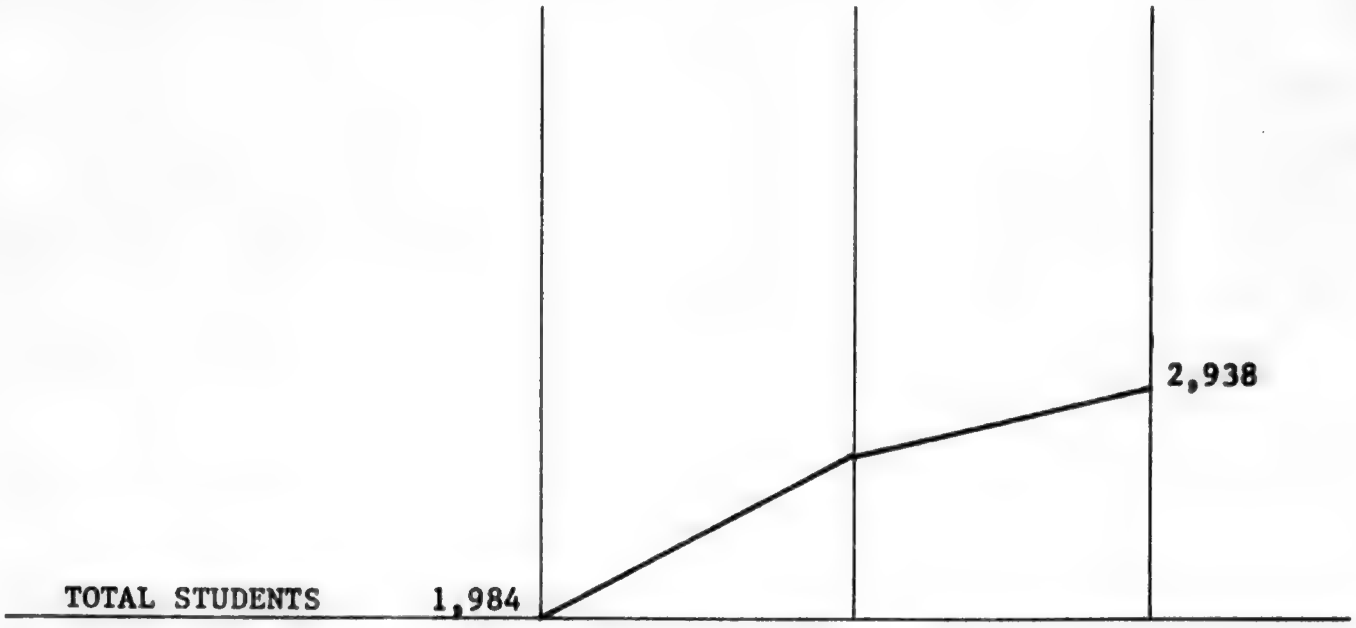
West Linn School District 3

Chet Tunnell, Superintendent
638-6731

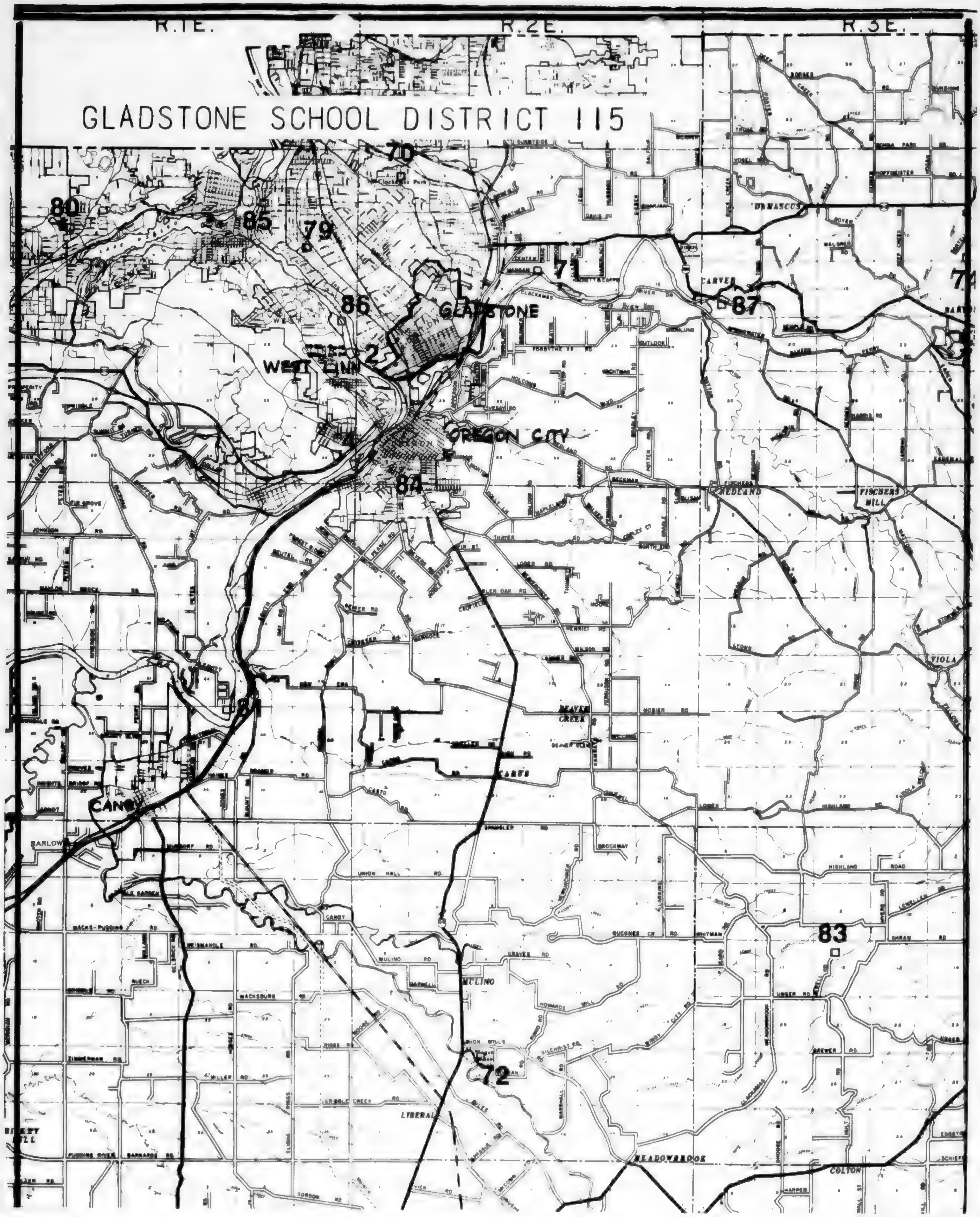
(December 31 Enrollments)

School	1961	1966	1972
Bolton	409(grades 1-8)	342(5-8)	386(5-8)
Cedar Oak	99(1-4)	295(1-4)	311(1-4)
Stafford	57(1-4)	62(1-4)	273(1-4)
Sunset	303(1-8)	447(1-8)	422(1-8)
Willamette	433(1-8)	509(1-8)	368(5-8)
Wilsonville	121(1-8)	182(1-8)	213(1-8)
West Linn High School	800(9-12)*	999(9-12)**	965(9-12)***
Totals	1,984***	2,668***	2,938***

* Includes 238 Gladstone High School Students
** Includes 168 Gladstone High School Students
*** Includes West Linn School District Resident Students Only



GLADSTONE SCHOOL DISTRICT 115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MEADOWBROOK
COLTON
HIGHLAND ROAD
UNION HALL RD
MACKSBURG RD
ZIMMERMAN RD
GRAVES RD

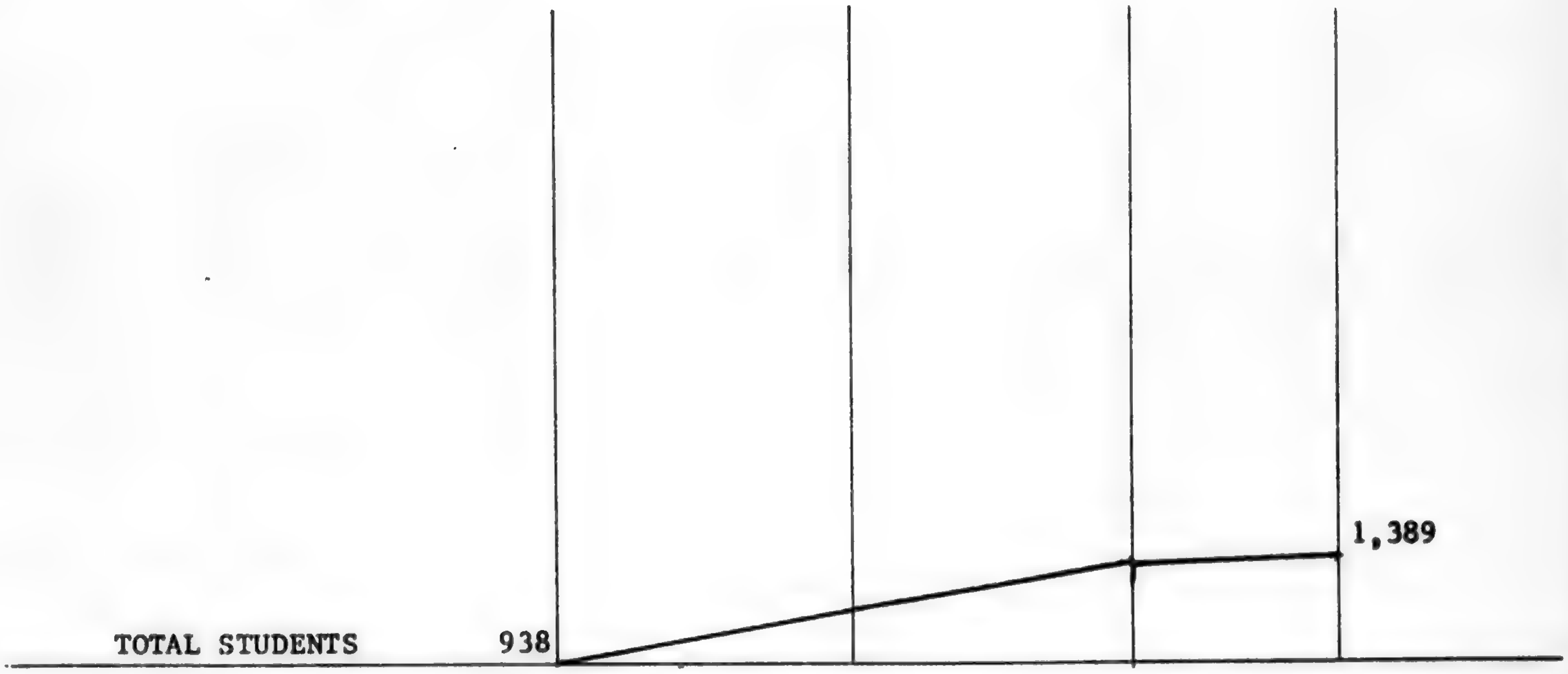
Gladstone School District 115

Frank Ellis, Superintendent
655-2777

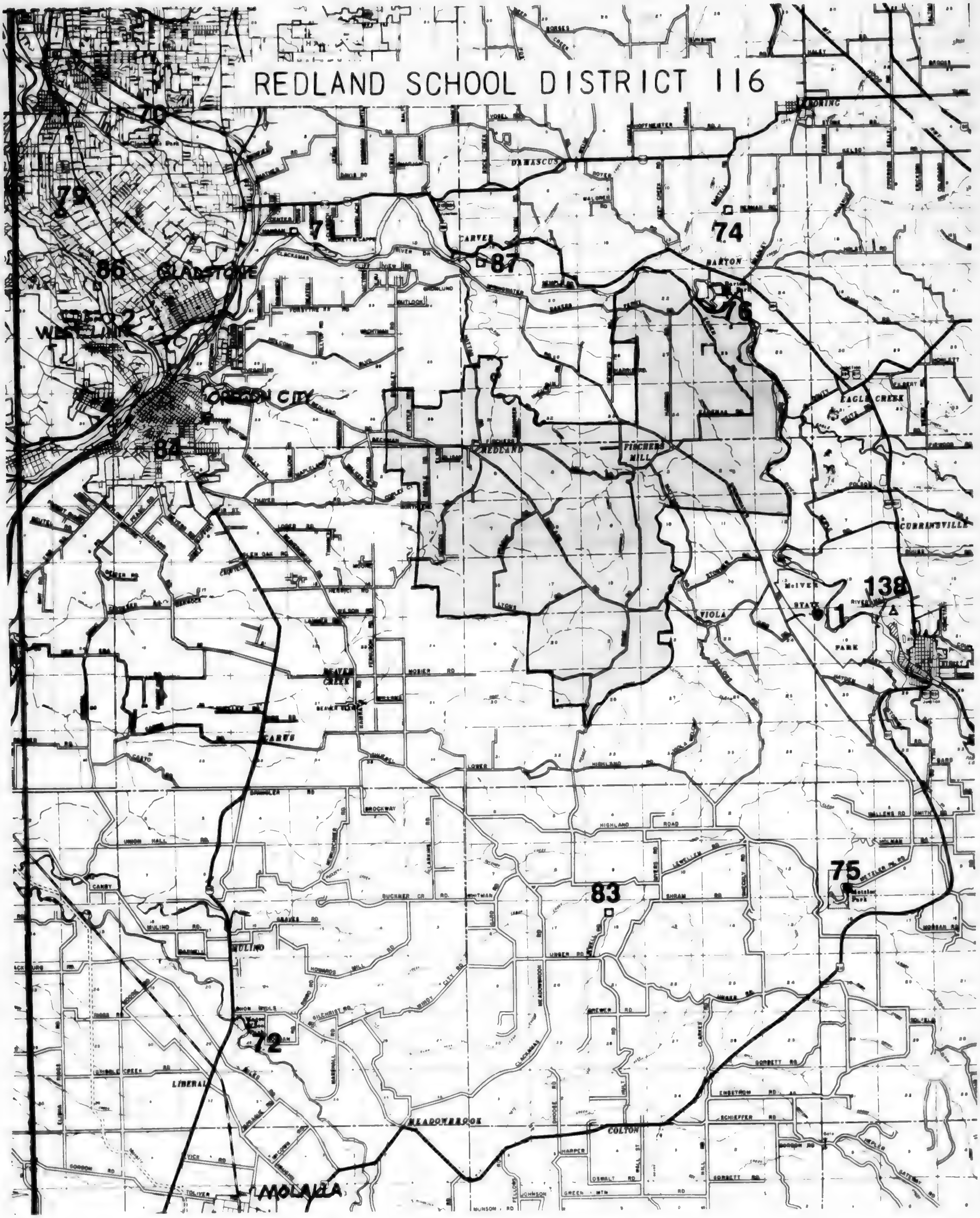
(December 31 Enrollments)

School	1961	1966	1969	1972
Elementary	700(grades 1-8)	803(1-8)	698(1-6)	674(1-6)
Middle School			230(7-8)	227(7-8)
High School	238*	365**	454(9-12)	488(9-12)
Totals	938	1,168	1,382	1,389

* Students attending West Linn High School
** Includes 168 students attending West Linn High School



REDLAND SCHOOL DISTRICT 116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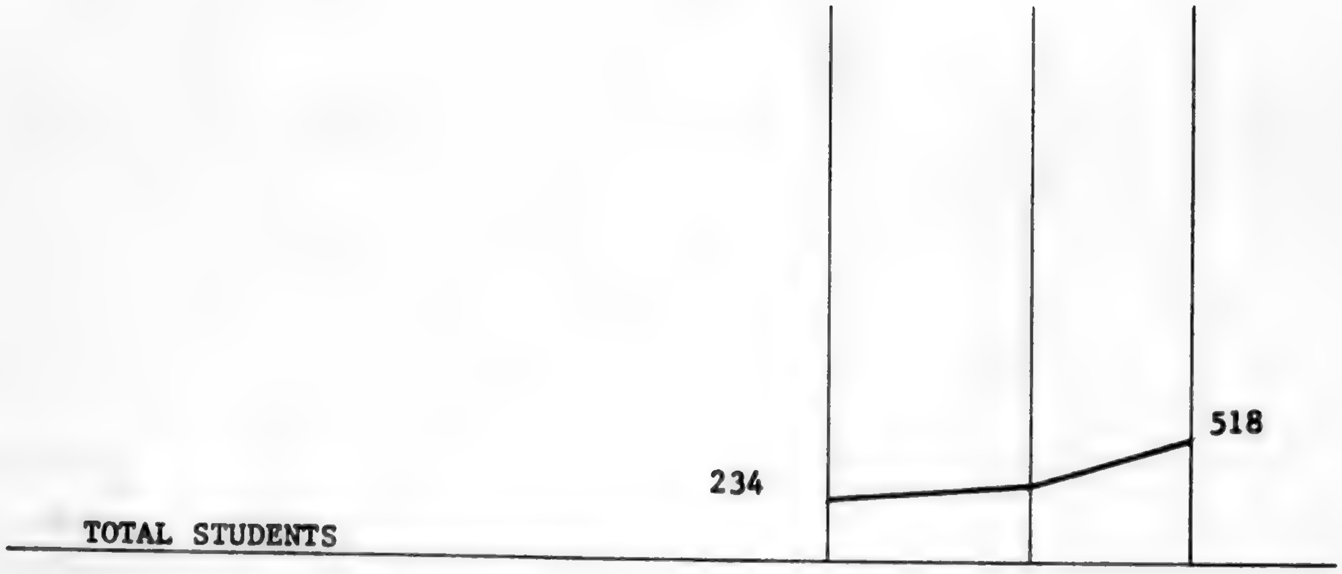
COLTON
MOLALLA

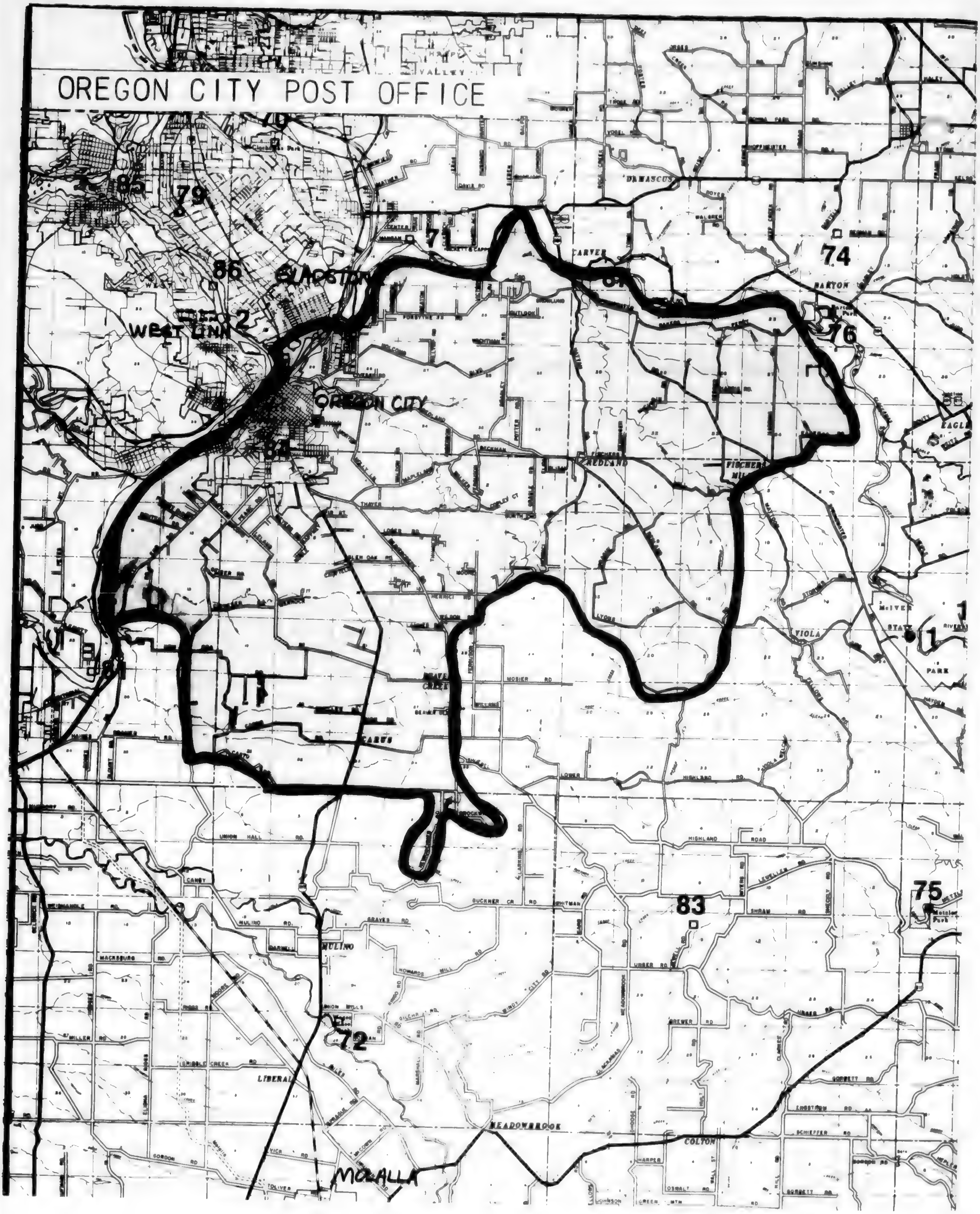
Redland Elementary School District 116

Tom Martin, Principal
631-2242

	1961	1966	1972
Redland Elementary School(grades 1-8)	234	317	518



OREGON CITY POST OFFICE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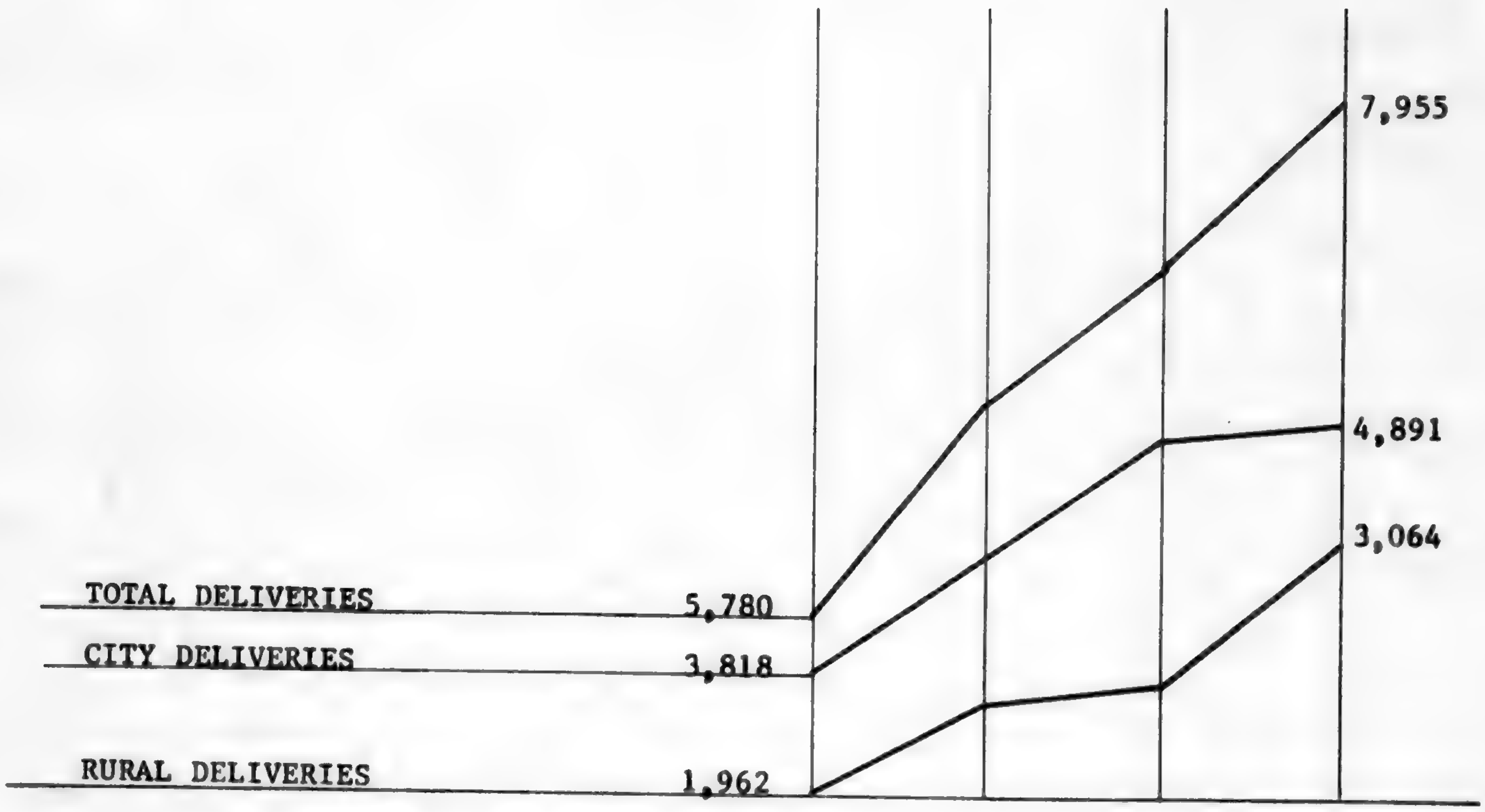
COLTON
MOLALLA

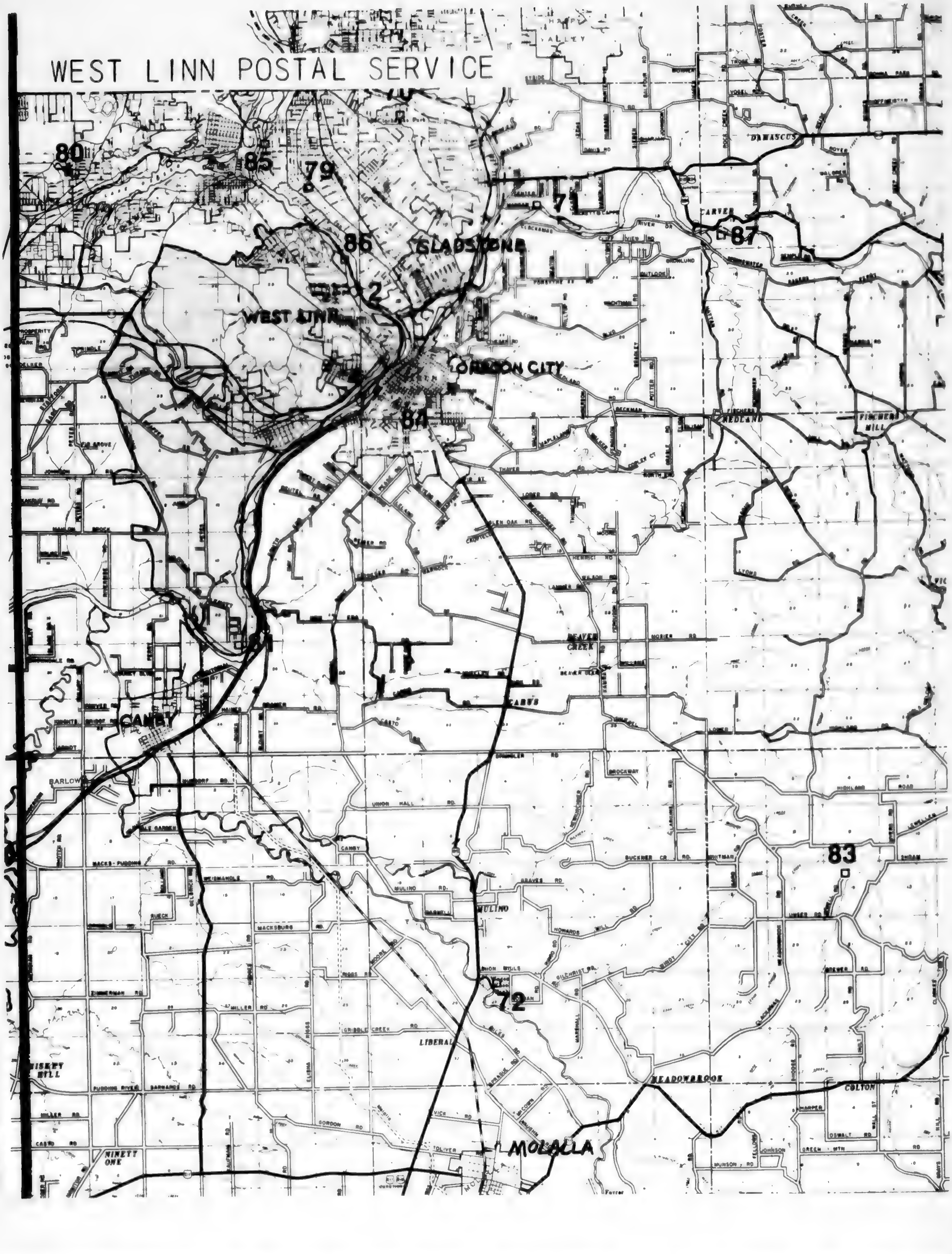
Oregon City Postal District

William Green, Postmaster
656-0821

	1966	1970	1971	1972
City Delivery	3,818	4,338*	4,848	4,891
Rural Delivery	1,962	2,347	2,440	3,064
Totals**	5,780	6,685	7,289	7,955

* City delivery area expanded June, 1970.
** Post Offices in use: 424




WEST LINN POSTAL SERVICE
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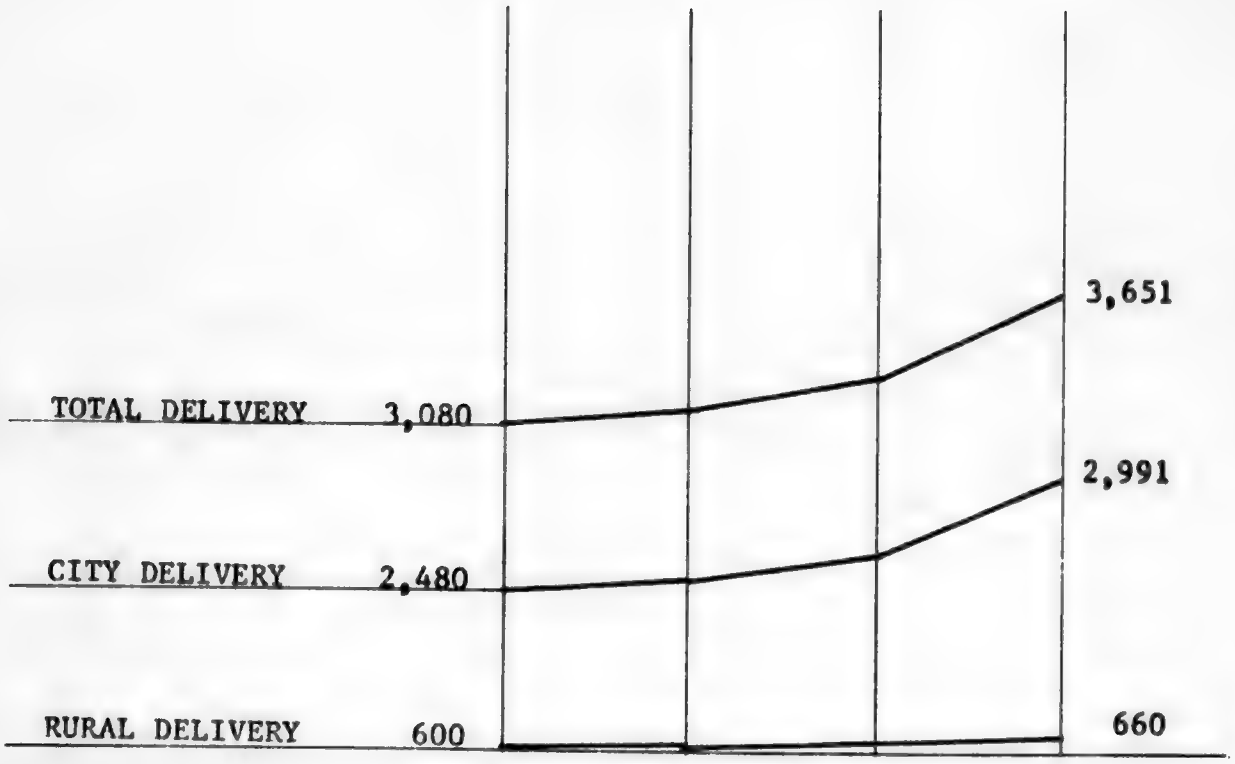
LIBERAL
MEADOWBROOK
COLTON
MOLALLA

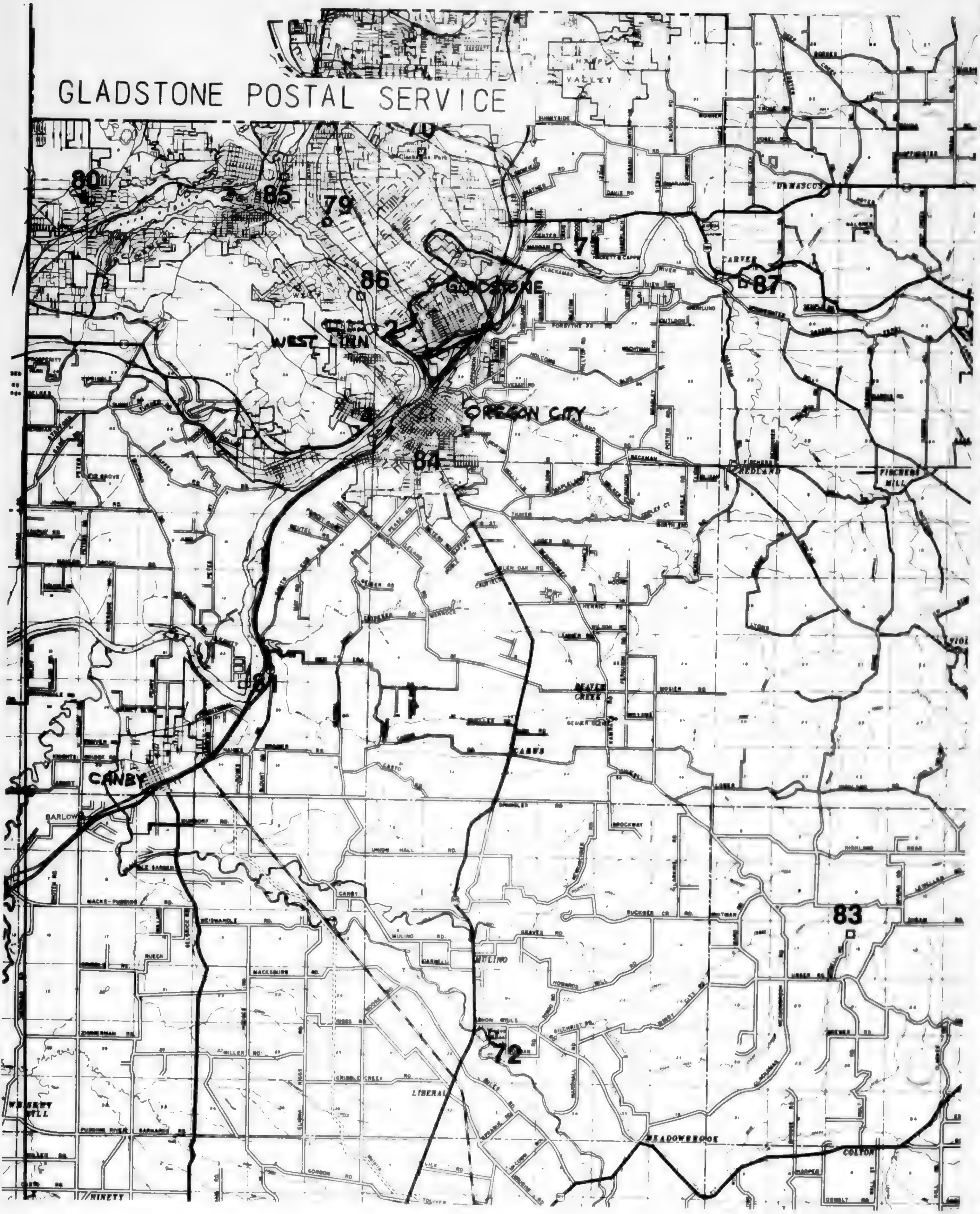
West Linn Postal District

Robert Green, Postmaster
656-5383

(Delivery Boxes Served)

	1969	1970	1971	1972
City Delivery	2,480	2,541	2,645	2,991
Rural Delivery	600	620	650	660
Totals	3,080	3,161	3,295	3,651




GLADSTONE POSTAL SERVICE

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BEAVER CREEK
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MULINO
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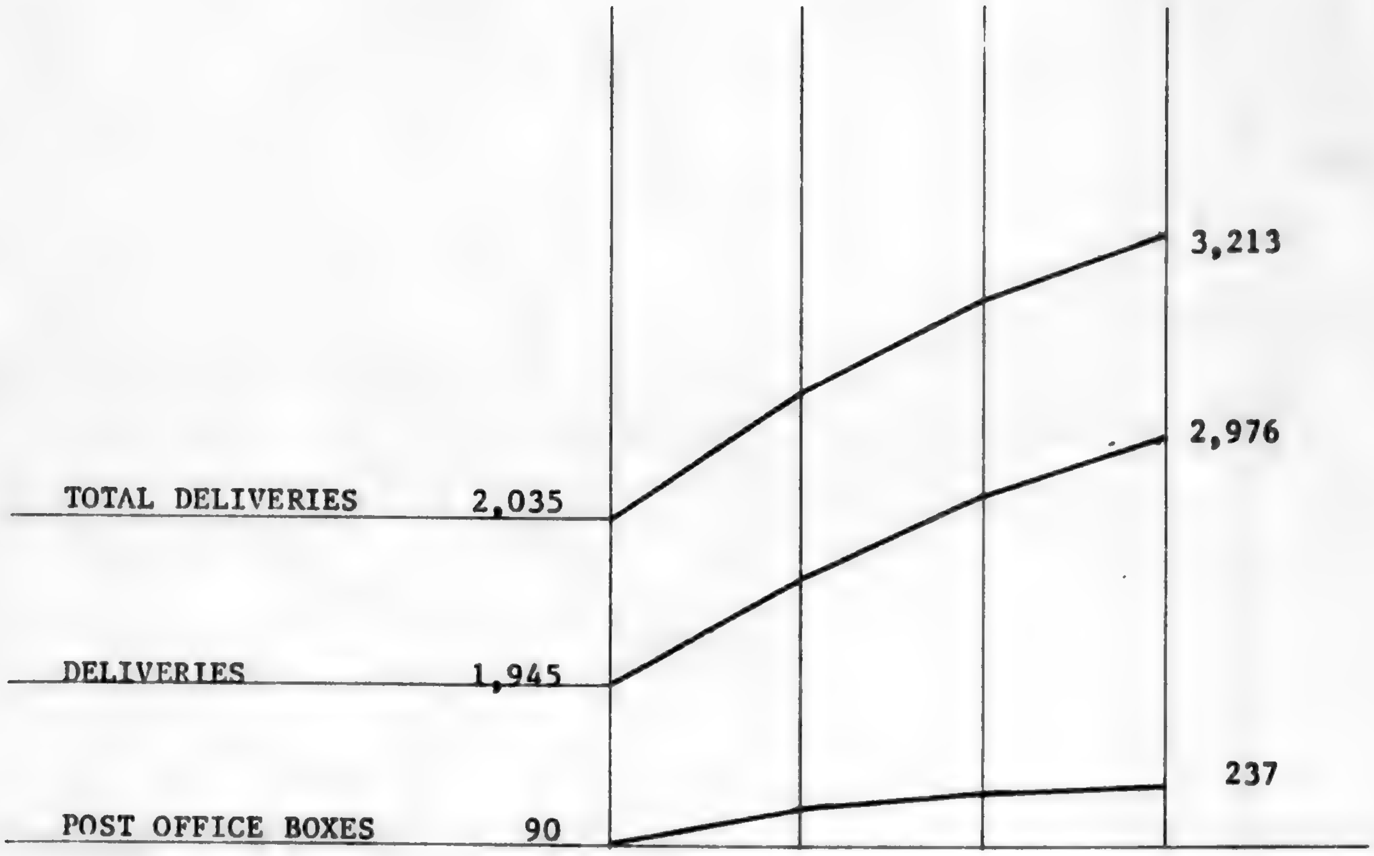
LIBERAL
MEADOWBROOK
COLTON

Gladstone Postal District

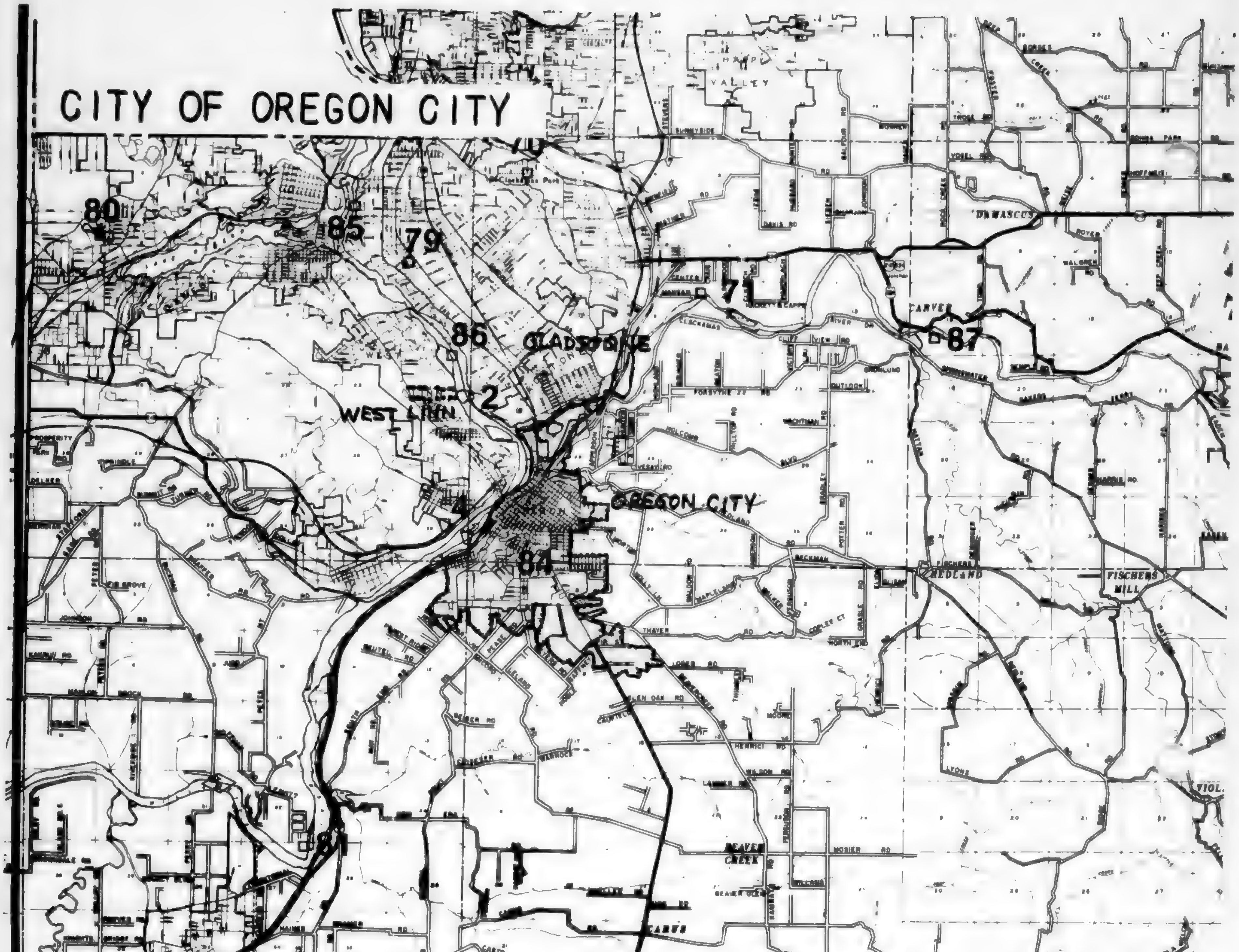
Charles W. Garlick, Postmaster
656-4539

(Delivery Boxes Served)

	1966	1970	1971	1972
Deliveries	1,945	2,397	2,722	2,976
P.O. Boxes	90	180	220	237
Totals	2,035	2,577	2,942	3,213



CITY OF OREGON CITY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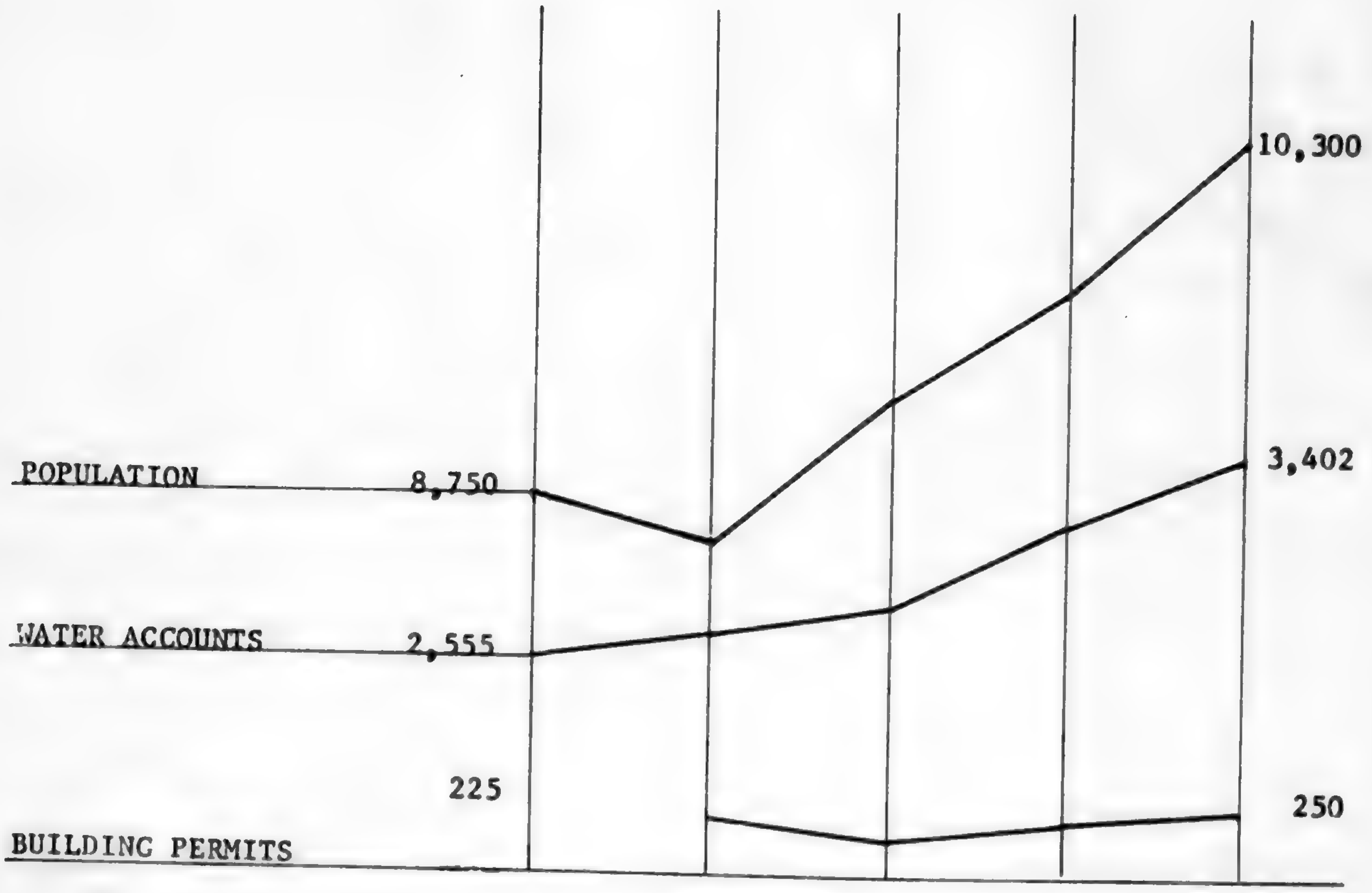
MEADOWBROOK
COLTON
MOLALLA
NINETY ONE

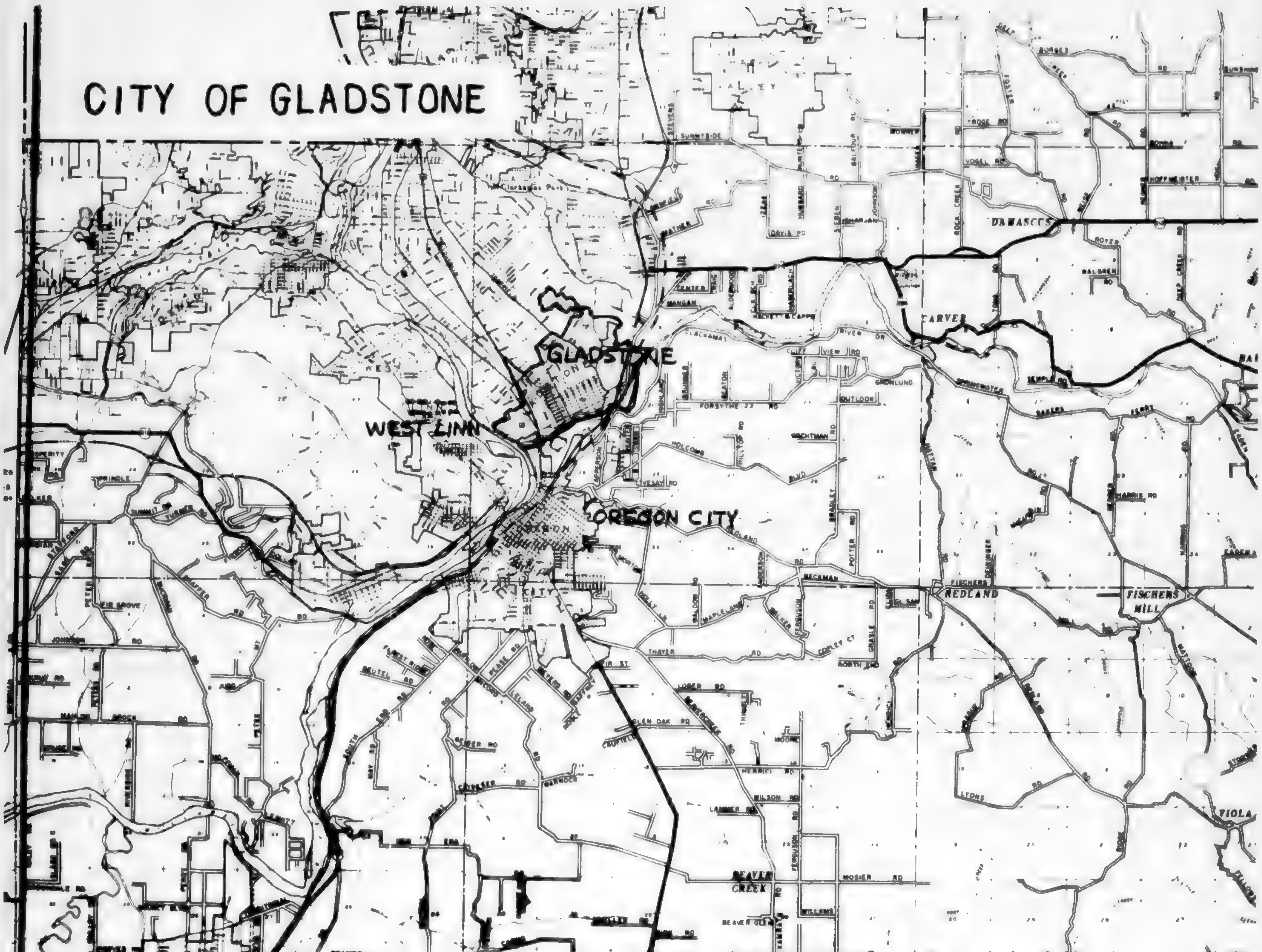
City of Oregon City

Alfred Simonson, Manager
655-8481

	1960	1965	1970	1971	1972
Building Permits		225	134	221	250
Permit Volume(millions)		1.103	3.04	4.06	5.503
Water Accounts(residential)	Aug 61 2,555	Sept 65 2,620	Dec 70 2,764	Dec 71 3,144	Dec 72 3,402
Population	8,750	8,300	9,176	9,600	10,300



CITY OF GLADSTONE


SUNNYSIDE
VOGEL RD
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HOLCOMB
OUTLOOK
OREGON CITY
BECKMAN
REDLAND
FISCHERS MILL
THAYER
LODER RD
GLEN OAK RD
HENRICI
LAMMER RD
WILSON RD
LYONS
VIOLA
BEAVER CREEK
MOSIER RD
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CANBY
BARLOW
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SPANGLER RD
BROCKWAY
UNION HALL
HIGHLAND ROAD
BUCKNER CR RD
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SHRAM RD
MACKSBURG RD
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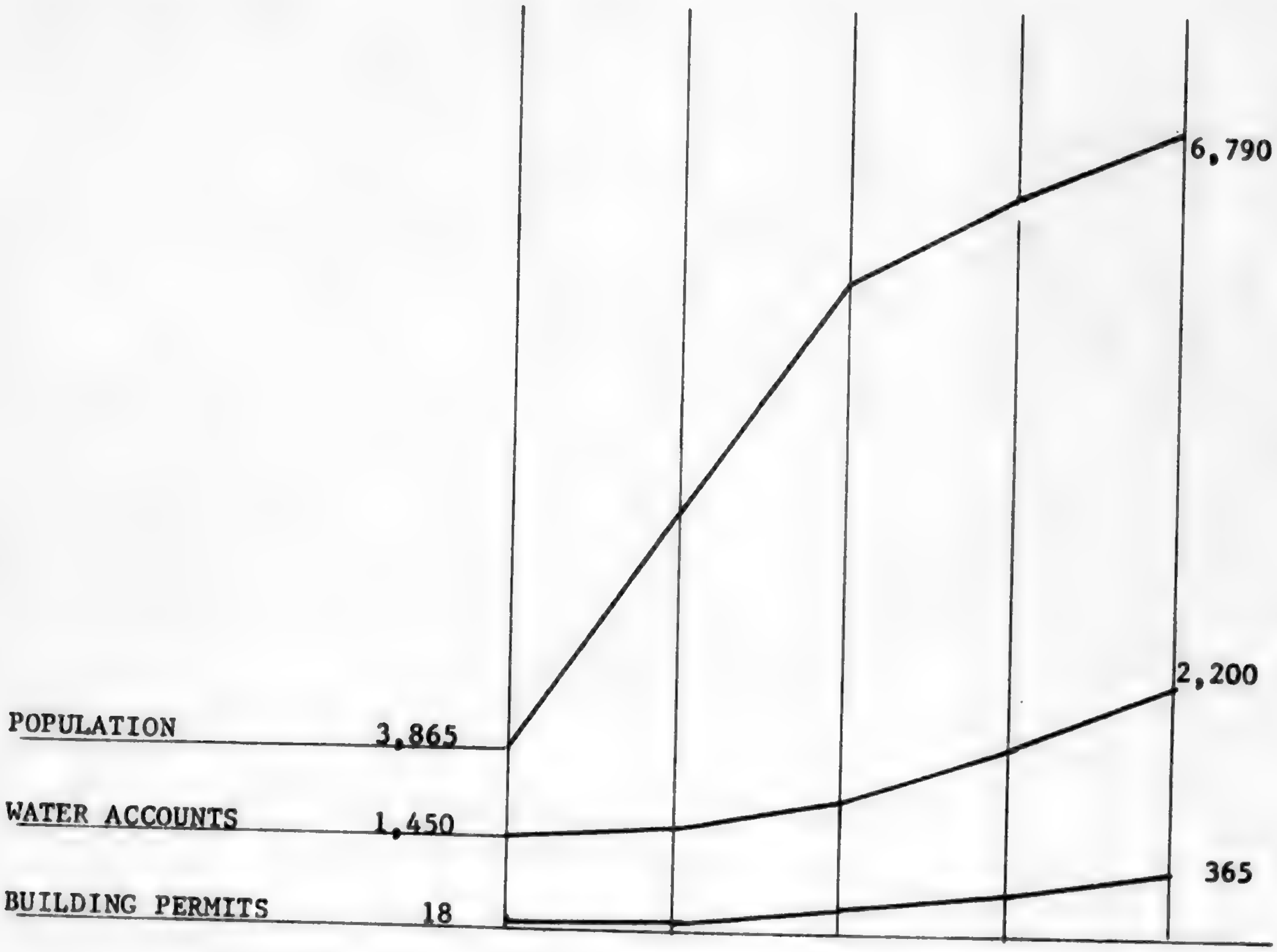
ZIMMERMAN RD
MILLER RD
RIGGS
LIBERAL
MEADOWBROOK
WHISKEY HILL
PUDDING RIVER
BARNARDS RD
CASTO RD
SCHIEFER
COLTON
HARPER
MOLALLA

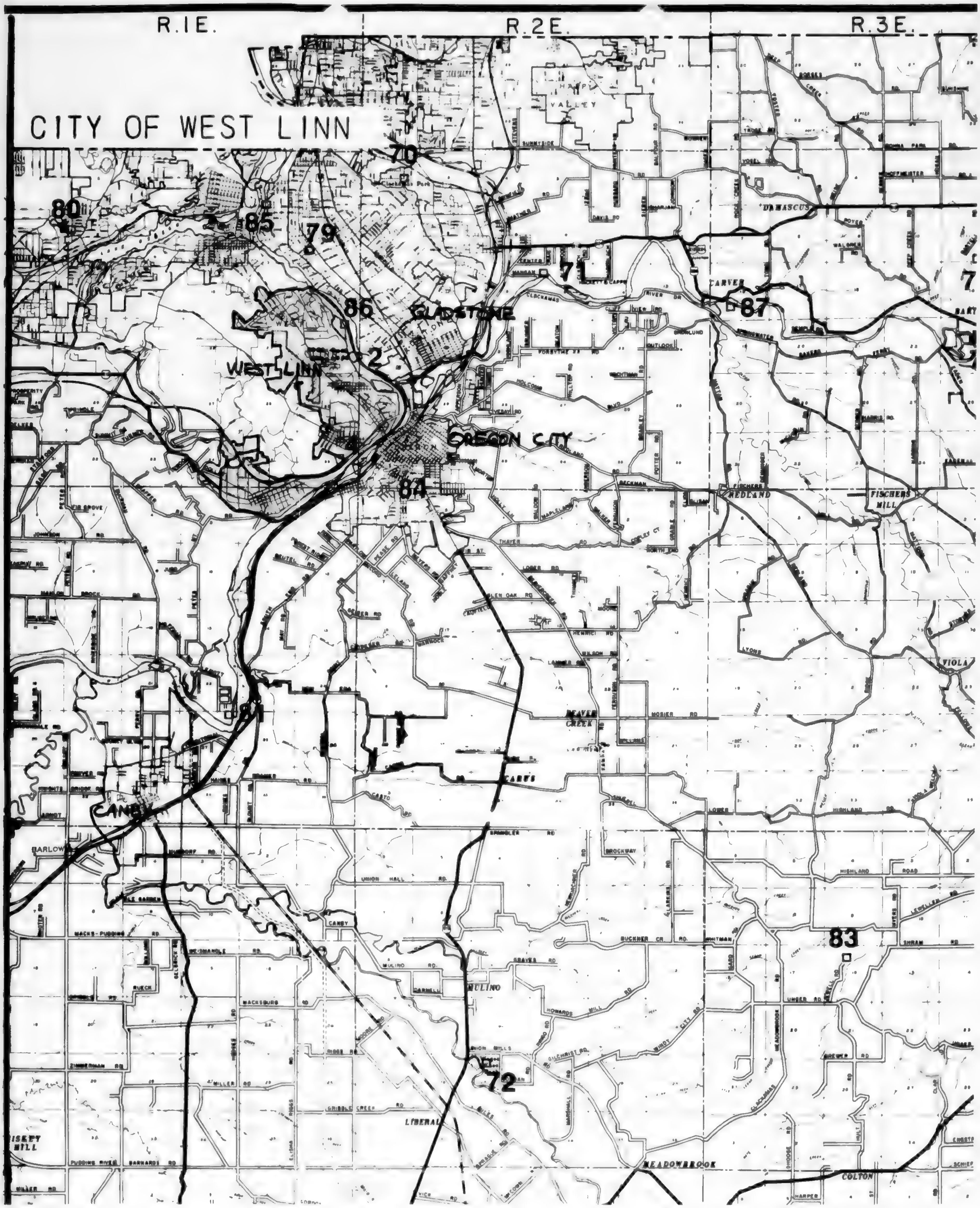
City of Gladstone

Leonard Strobel, Administrator
656-5223

	1960	1965	1970	1971	1972
Building Permits	18	26	161	236	365
Permit Volume(millions)	0.185	0.543	1.765	4.869	4.803
Water Accounts(total)	1,450	1,500	1,650	1,900	2,200
Population	3,865	4,950	6,029	6,470	6,790



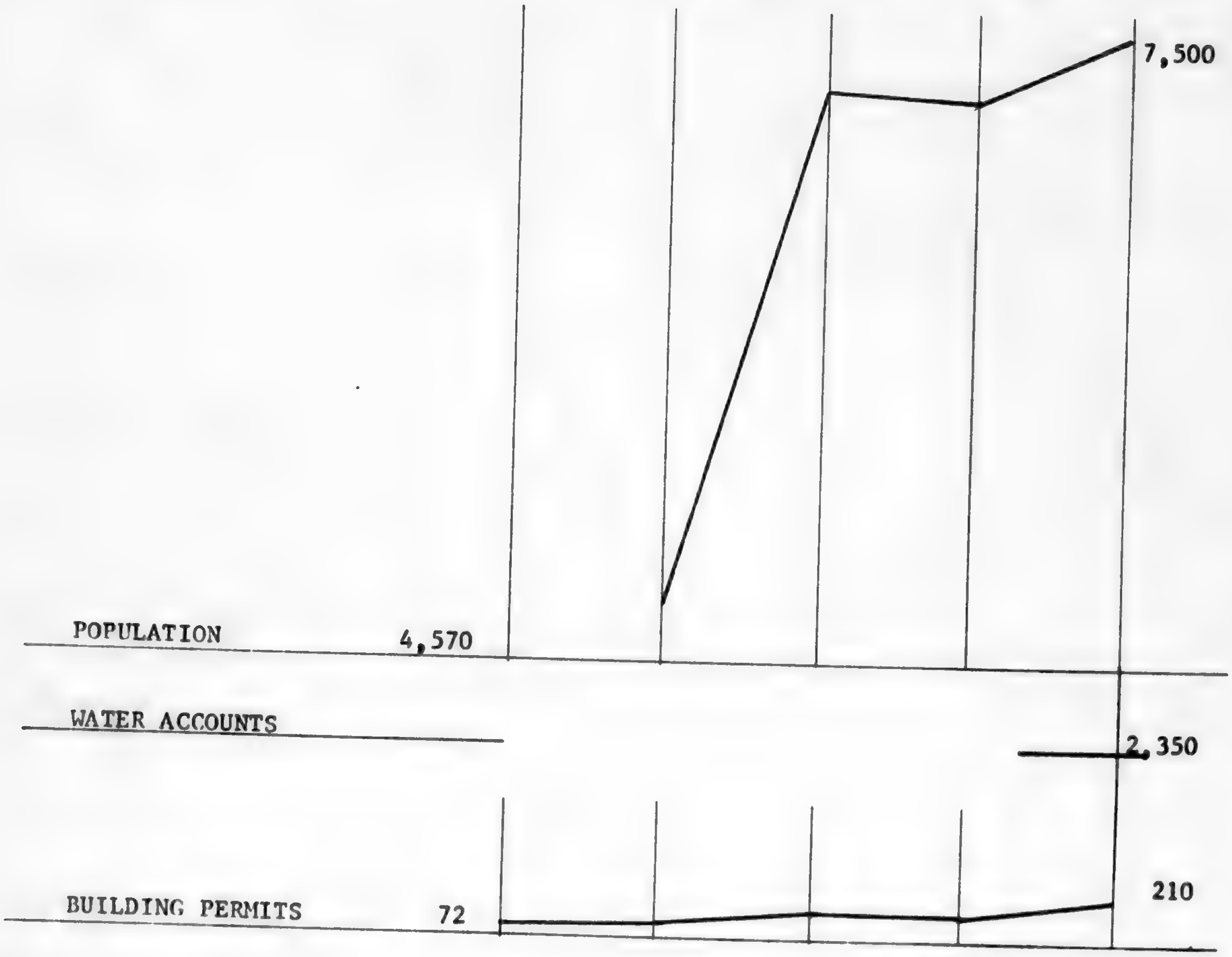
CITY OF WEST LINN

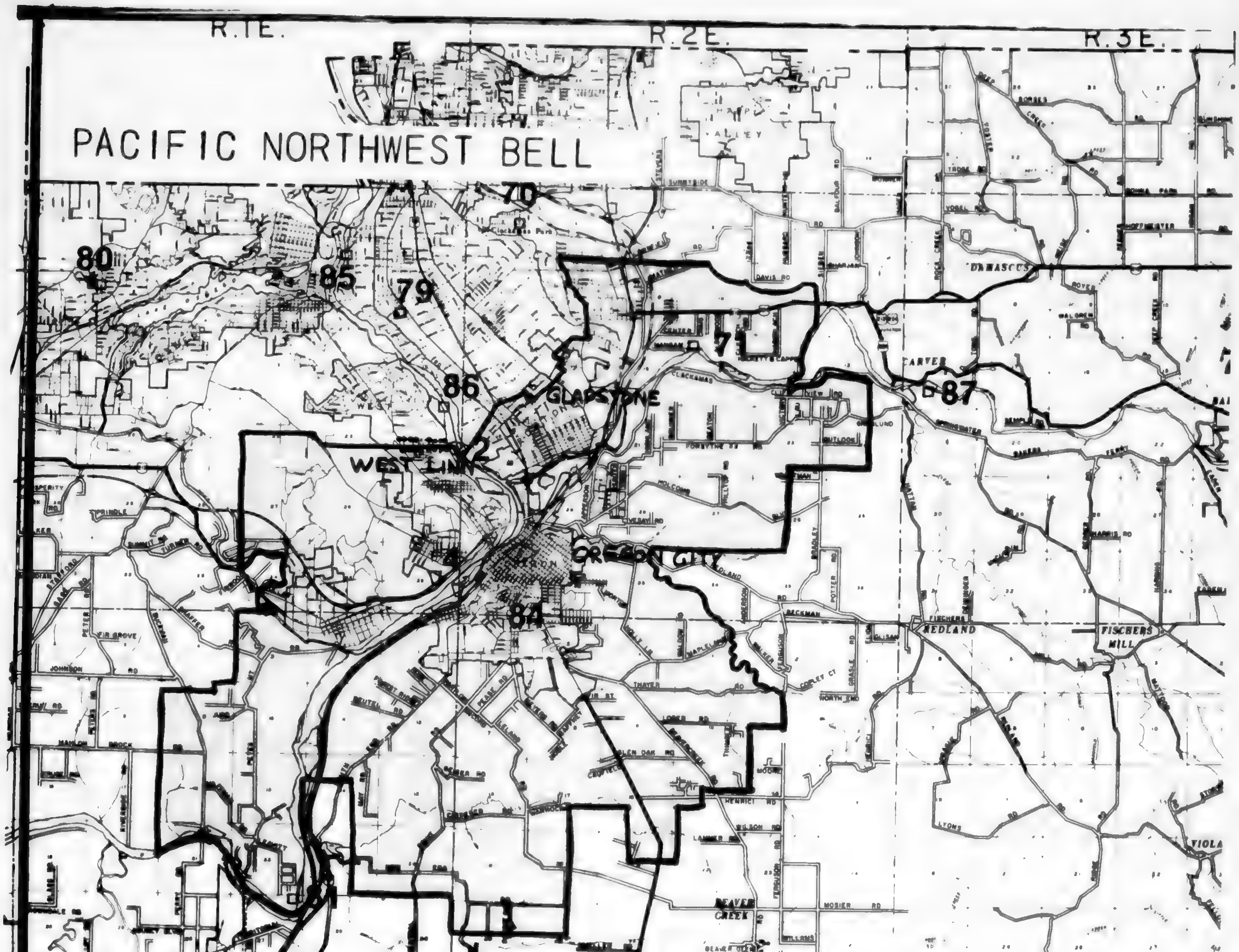

R.1E.
R.2E.
R.3E.
HAPPY VALLEY
70
80
85
79
71
86
GLADSTONE
WEST LINN
2
OREGON CITY
84
DAMASCUS
CARVER
87
REDLAND
FISCHERS MILL
VIOLA
BEAVER CREEK
81
CARUS
CANBY
BARLOW
SPANGLER RD
UNION HALL RD
HIGHLAND ROAD
BUCKNER CR RD
83
MULINO
72
LIBERAL
MEADOWBROOK
COLTON

City of West Linn

Clifford Sanders, Administrator
656-4261

	1960	1965	1970	1971	1972
Building Permits	72	96	140	136	210
Permit Volume(millions)	0.884	0.804	1.231	3.011	3.421
Water Accounts					2,350
Population		4,570	7,187	7,150	7,500

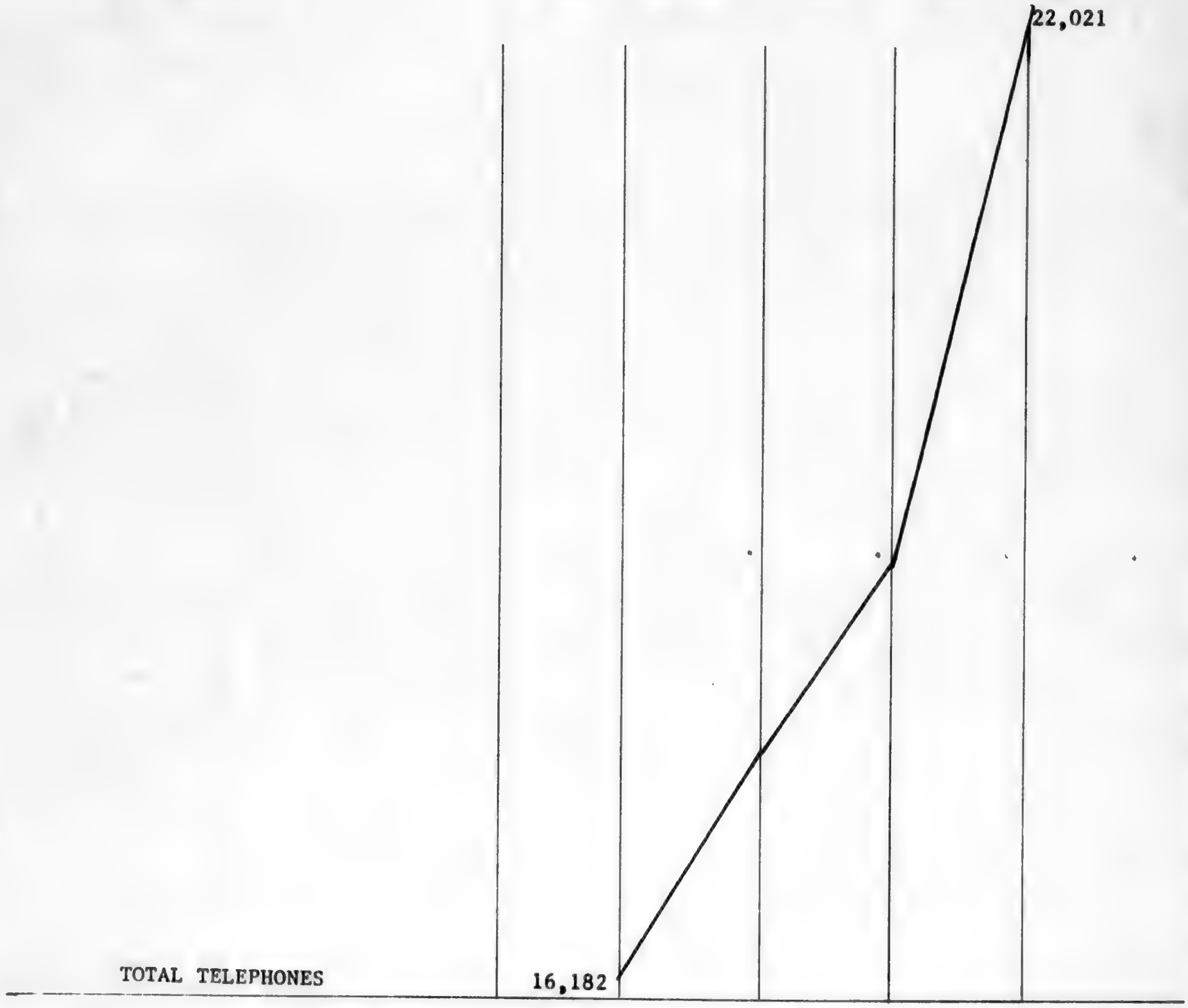


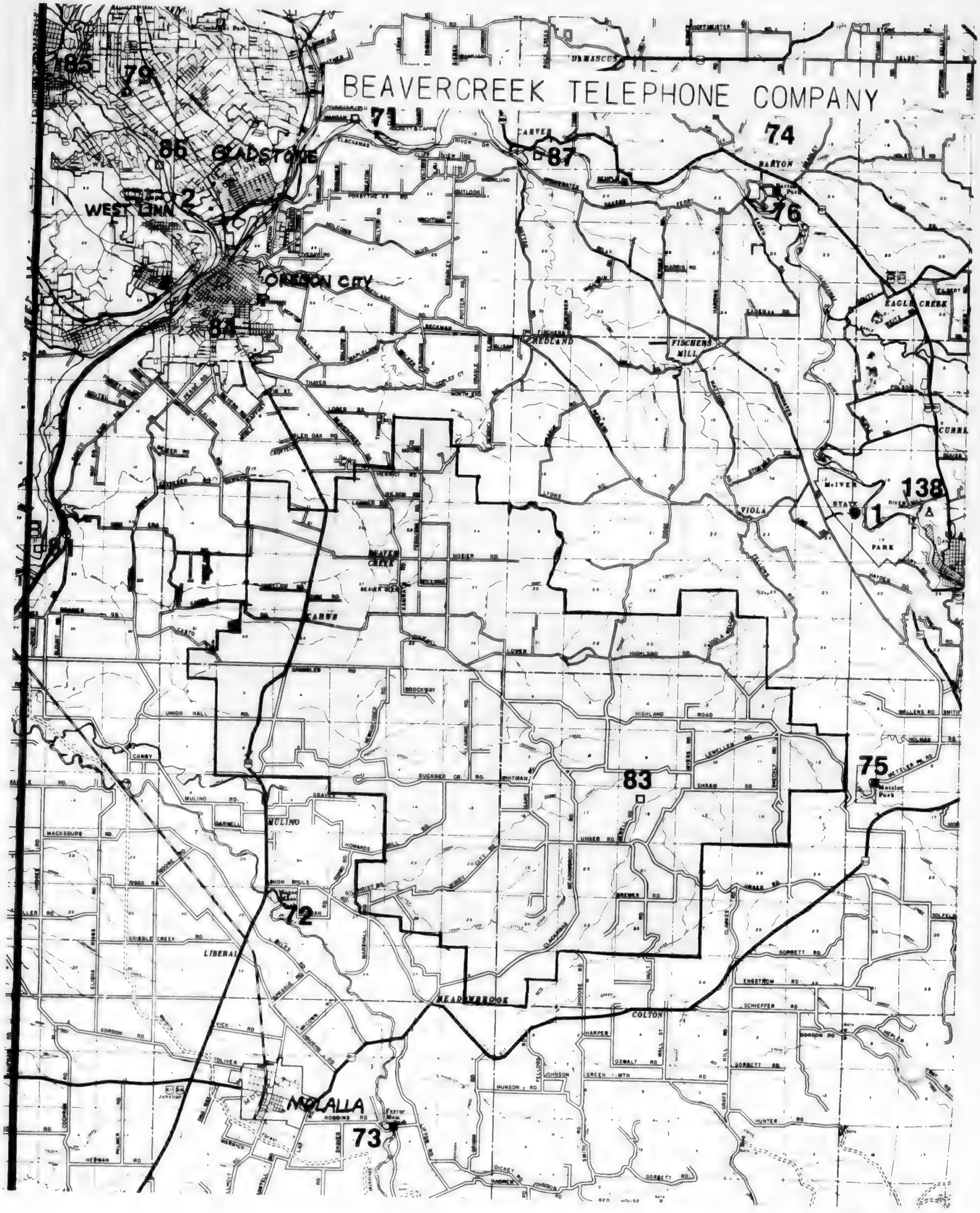

R.1E.
R.2E.
R.3E.
PACIFIC NORTHWEST BELL
HAPPY VALLEY
70
80
85
79
7
DAMASCUS
CARVER
87
86
GLADSTONE
2
WEST LINN
OREGON CITY
84
REDLAND
FISCHERS MILL
BEAVER CREEK
CARUS
VIOLA
CANBY
BARLOW
HIGHLAND ROAD
83
MULINO
72
LIBERAL
MEADOWBROOK
COLTON
WHISKEY HILL

Pacific Northwest Bell Telephone Company
Oregon City Exchange

Ralph Kincaid, Manager
656-4201

	June 1968	Feb. 1969	Jan 1970	Dec 1971	Dec 1972
New Main Stations(Calendar Year)	447	611	545	709	867
Total Main Stations	10,343	10,786	11,341	11,801	13,302
Total Telephones	15,309	16,182	17,426	18,681	22,021





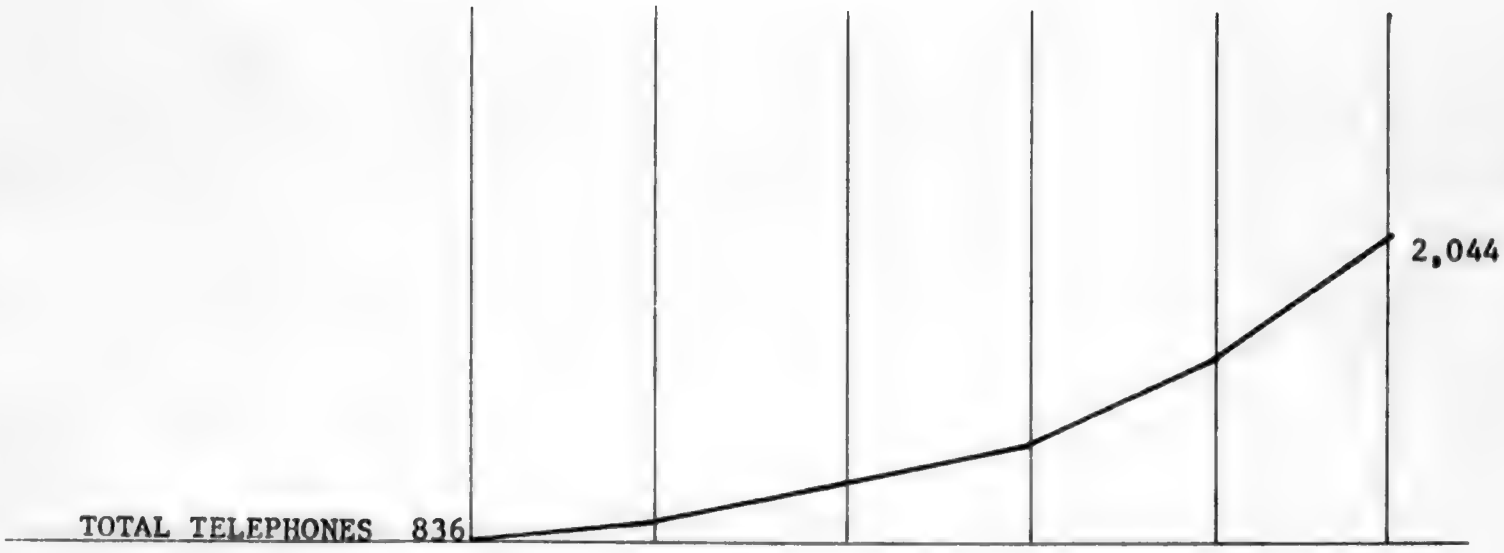
BEAVERCREEK TELEPHONE COMPANY

85
79
71
74
87
86
GLADSTONE
2
WEST LINN
76
OREGON CITY
84
REDLAND
FISCHERS MILL
EAGLE CREEK
McIVER STATE PARK
1
138
VIOLA
BEAVER CREEK
CARUS
HIGHLAND ROAD
UNION HALL
CANBY
MULINO
MACKSBURG
75
83
72
LIBERAL
MEADOWBROOK
COLTON
MOLALLA
73
DAMASCUS
CARVER
BARTON
HOLCOMB
FORSYTHE
BECKMAN
THAYER
LOWER HIGHLAND
SPANGLER RD
BROCKWAY
BUCKNER CR. RD.
WHITMAN
UNGER RD
HOWARDS
GORDON RD
TOLIVER
ROBBINS RD
DICKEY RD
JOHNSON
HARPER
OSWALT RD
GREEN MTN
MUNSON RD
HUNTER RD
ENGSTROM RD
SCHIEFFER
SORBETT RD
METZLER PARK

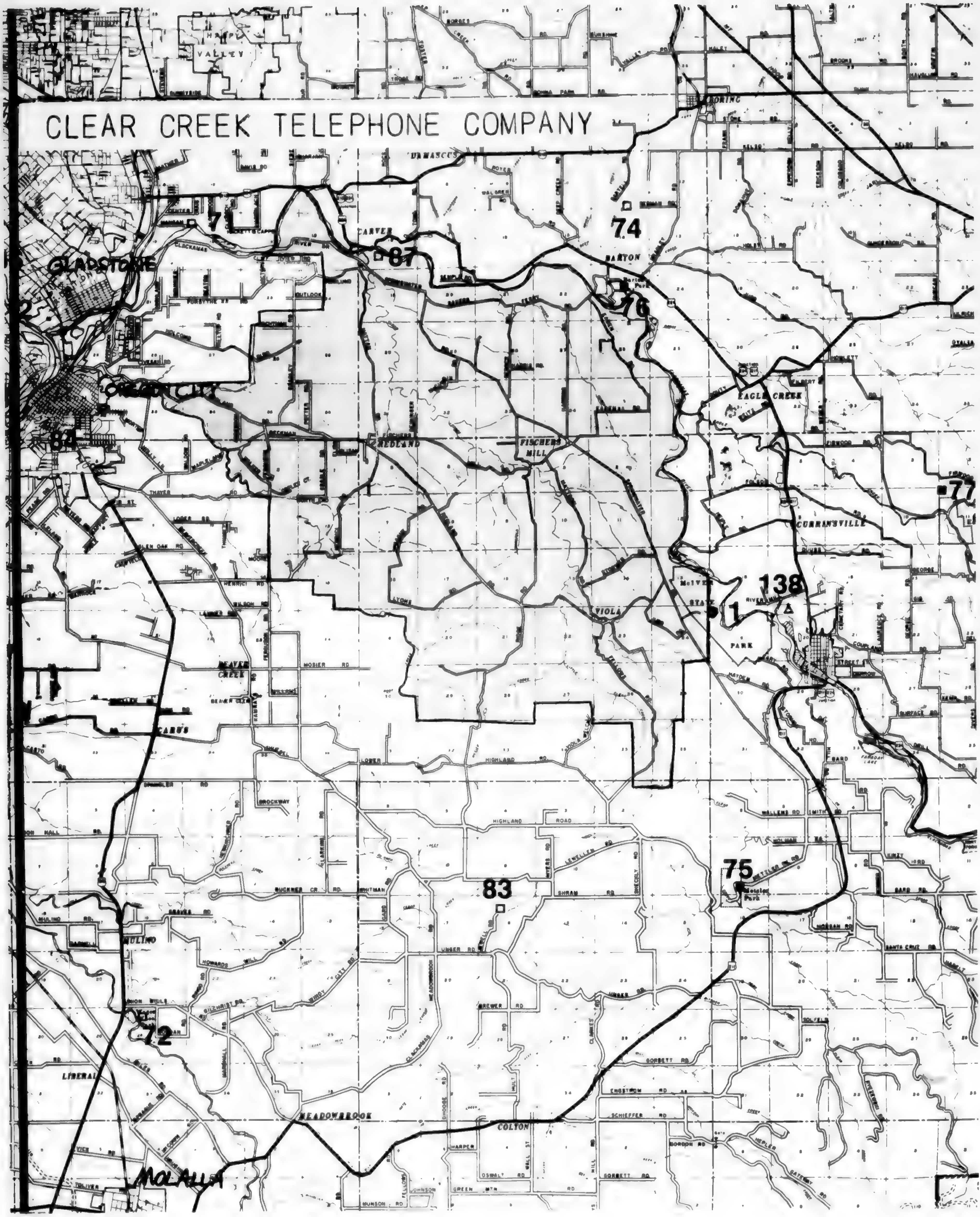
Beaver Creek Co-operative Telephone Company

W.E. Whelchel, Manager
632-3113

	1967	1968	1969	1970	1971	1972
New Main Stations	39	73	79	122	237	260
Total Main Stations	718	791	870	992	1,229	1,510
Total Telephones	836	926	1,046	1,215	1,563	2,044



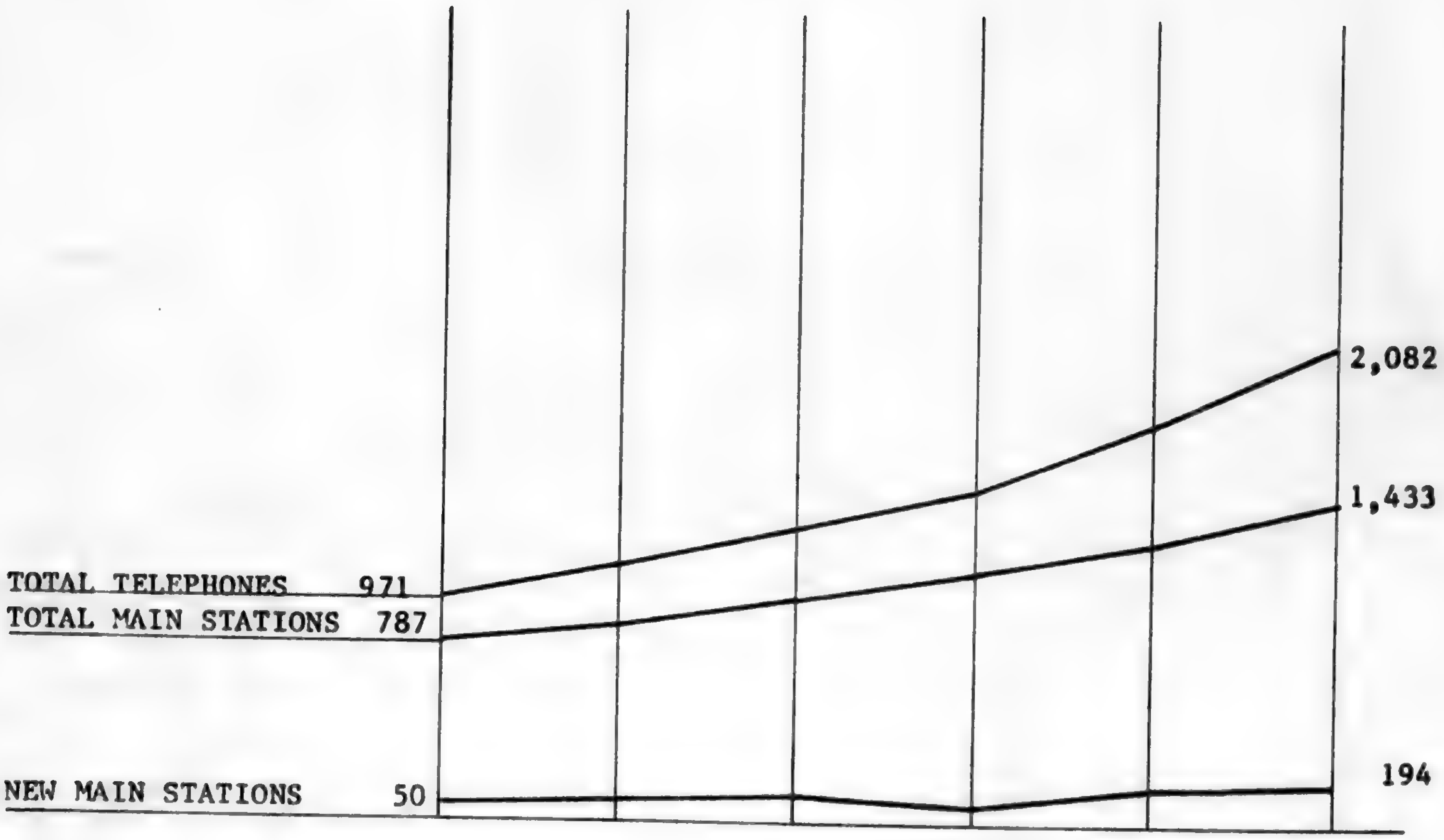
CLEAR CREEK TELEPHONE COMPANY

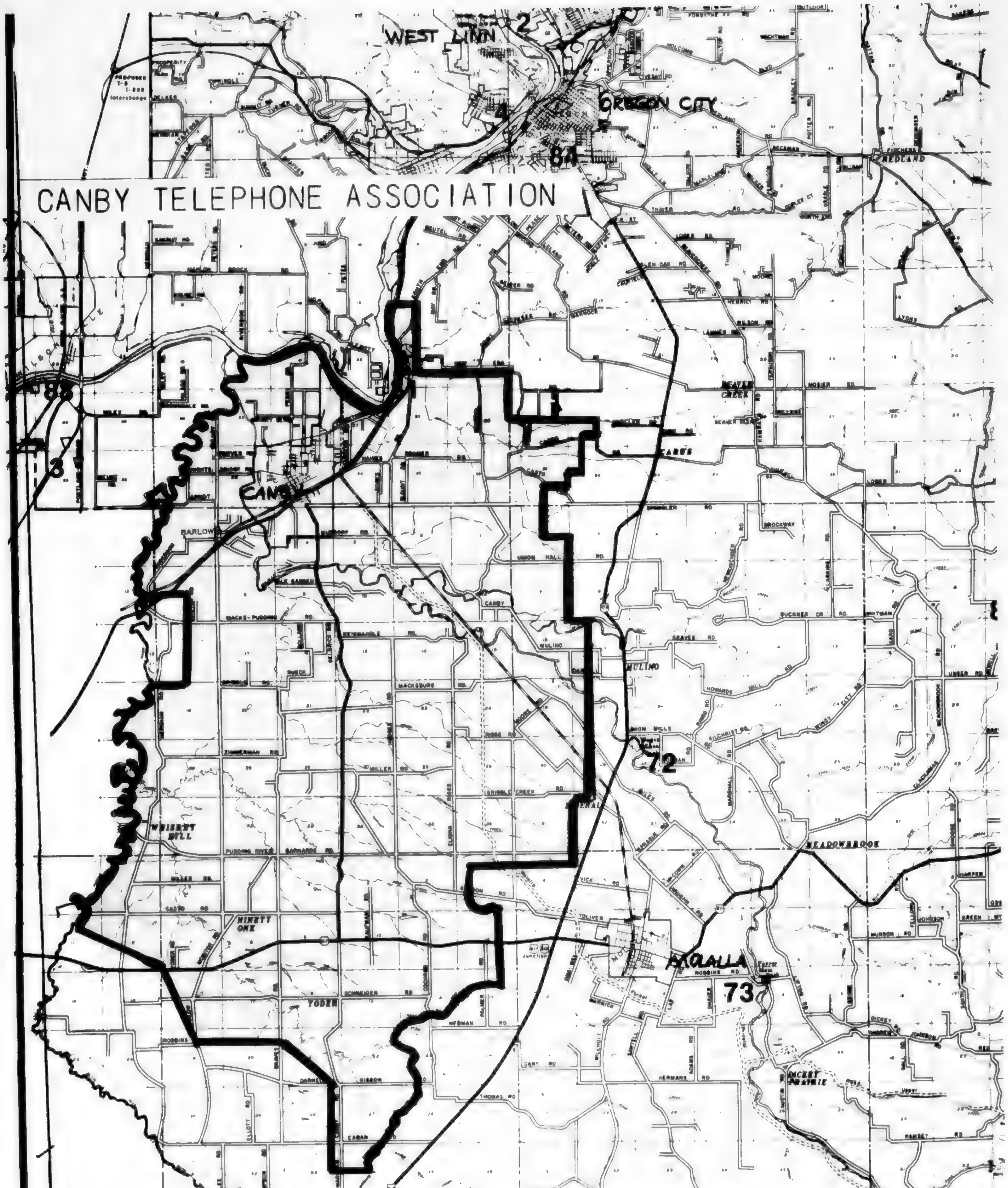

HAPPY VALLEY
BORING
DAMASCUS
CARVER
BARTON
GLADSTONE
OREGON CITY
REDLAND
FISCHERS MILL
EAGLE CREEK
CURRINSVILLE
McIVER STATE PARK
VIOLA
BEAVER CREEK
CARUS
MULINO
LIBERAL
MEADOWBROOK
COLTON
MOLALLA
HIGHLAND ROAD
BUCKNER CR RD
MOSIER RD
UNGER RD
BREWER RD
GORBETT RD
MATZLER RD
Metzler Park
74
87
76
77
138
1
75
83
72
84

Clear Creek Mutual Telephone Company

Joe Larson, Manager
631-2101

	1967	1968	1969	1970	1971	1972
New Main Stations	50	71	104	88	189	194
Total Main Stations	787	858	962	1,050	1,239	1,433
Total Telephones	971	1,099	1,262	1,464	1,776	2,082





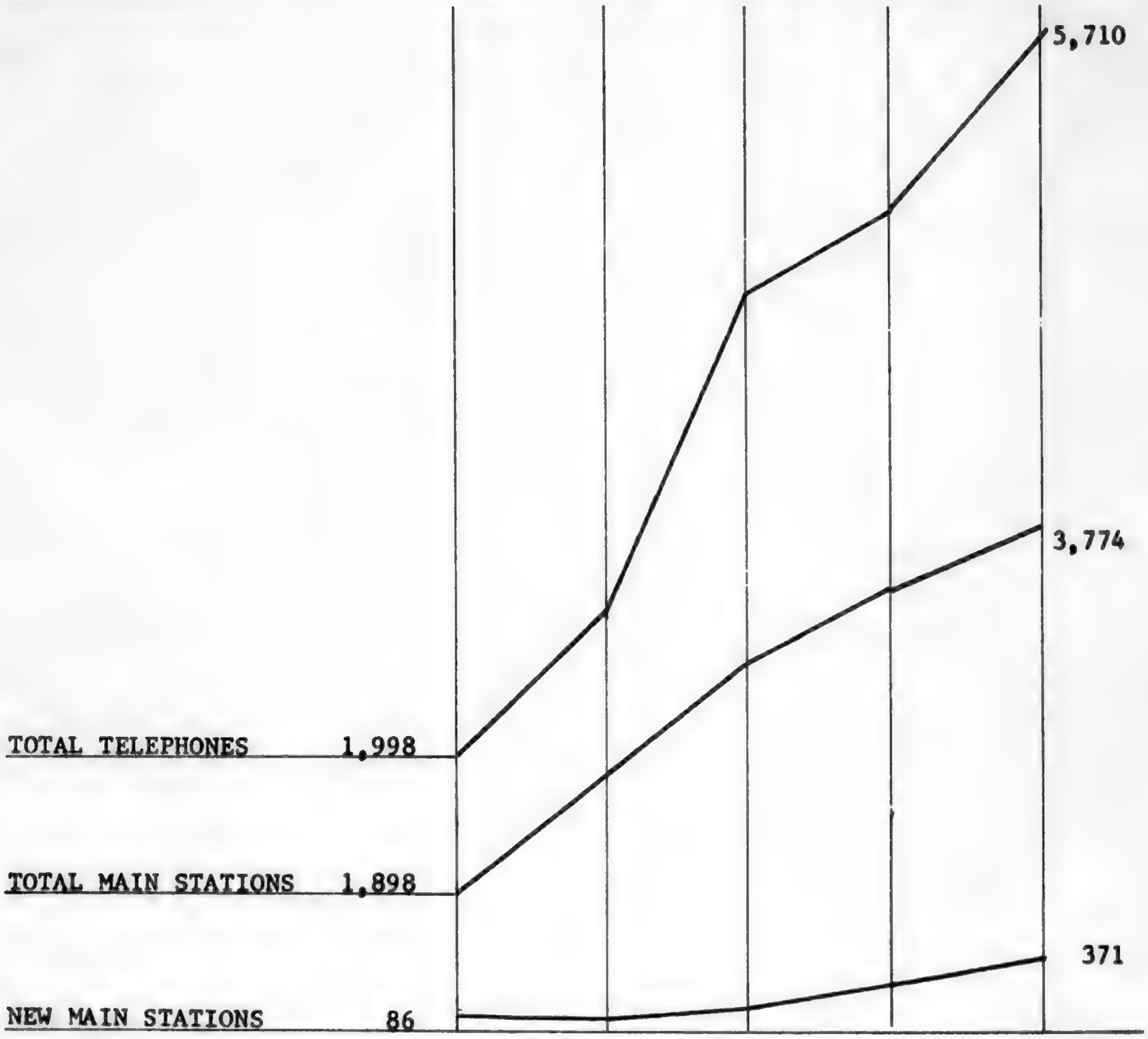
CANBY TELEPHONE ASSOCIATION

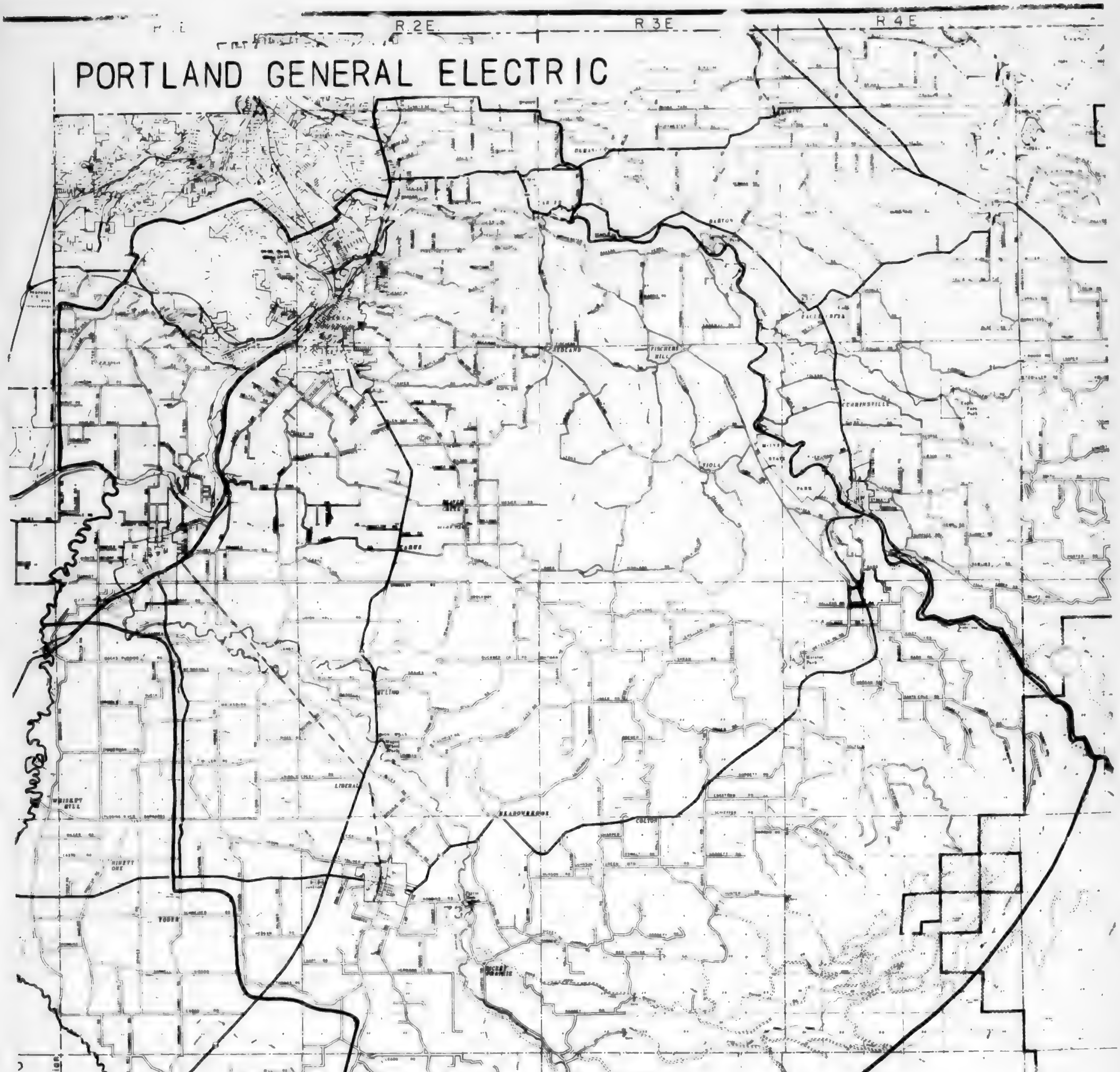
WEST LINN
2
OREGON CITY
84
REDLAND
BEAVER CREEK
CARUS
88
3
CANBY
BARLOW
MULINO
72
WHISKEY HILL
NINETY ONE
MEADOWBROOK
MOLALLA
73
YODER
O
idian

Canby Cooperative Telephone Company

Eugene L. Cole, General Manager
266-2255

	1960	1965	1970	1971	1972
New Main Stations	86	90	164	278	371
Total Main Stations	1,898	2,468	3,124	3,403	3,774
Total Telephones	1,998	2,720	4,385	4,833	5,710

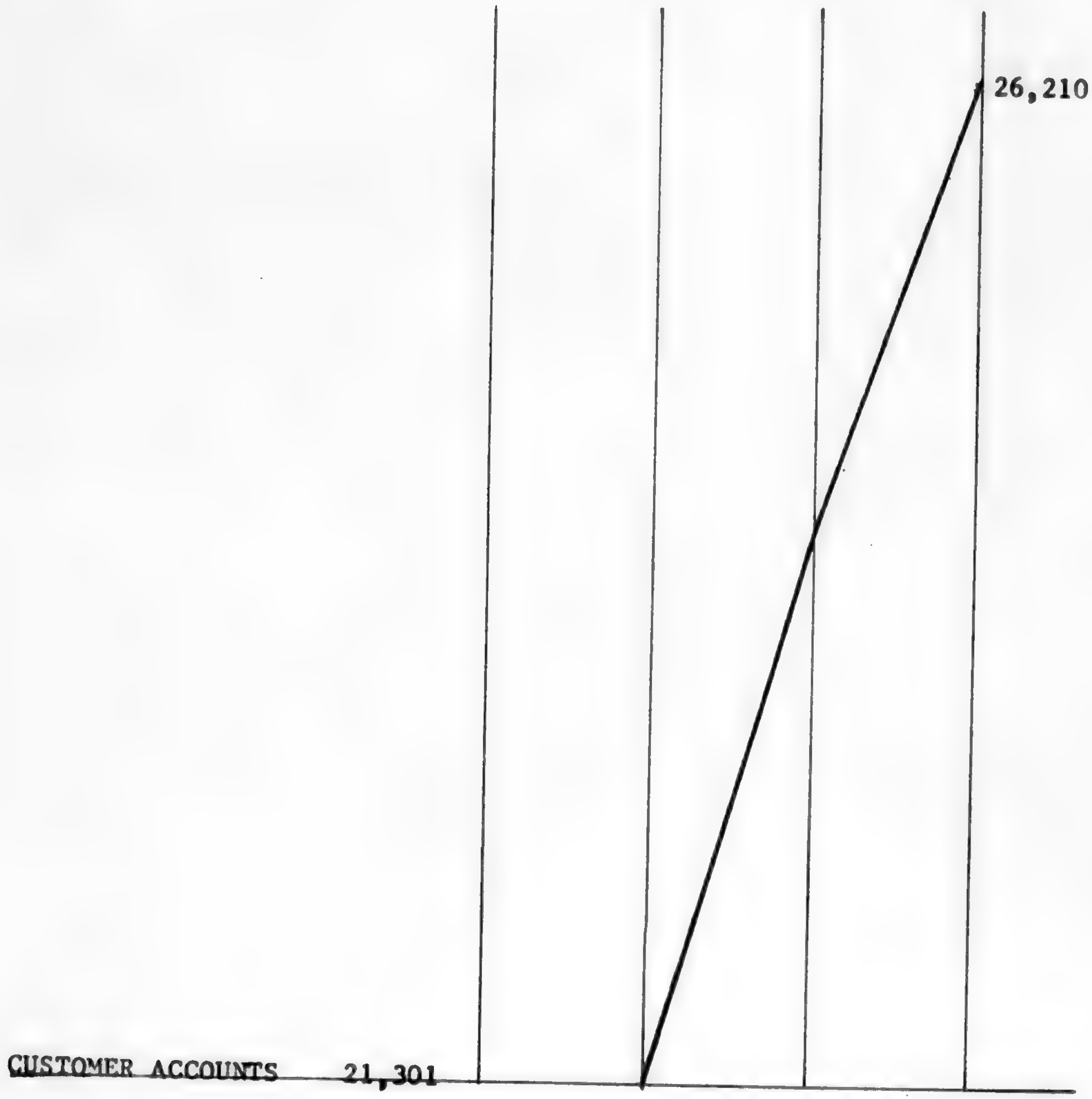


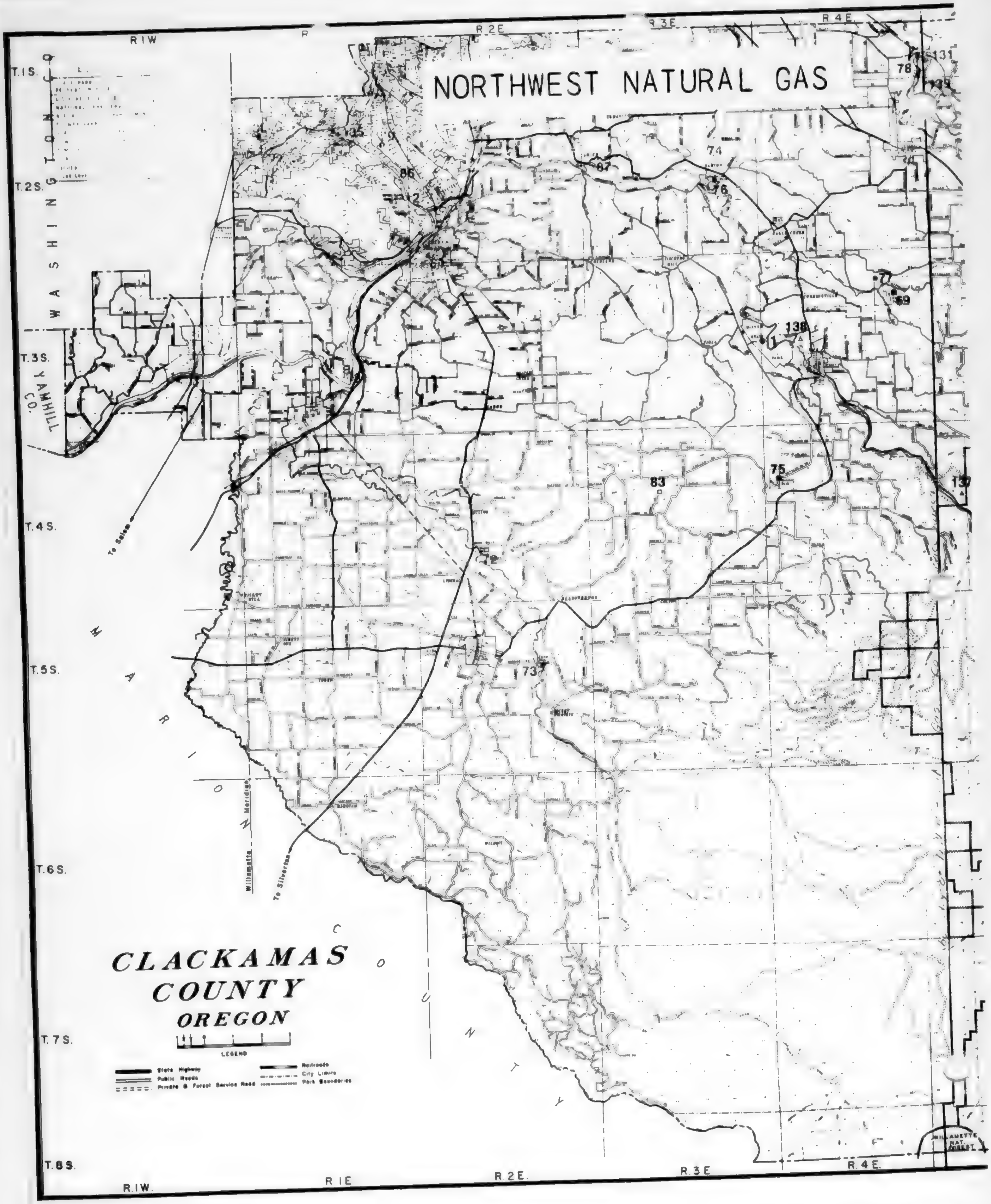

R.2E
R.3E
R.4E
PORTLAND GENERAL ELECTRIC
WHISKEY HILL
LIBERAL
MEADOWBROOK
COLTON
73
Willamette Meridian
To Silverton
KAMAS
NTY

Portland General Electric Company
Oregon City Division

Perry Landsem, Division Manager
655-6321

	1965	1970	1971	1972
Customer Accounts	17,500	21,301	23,956	26,210





NORTHWEST NATURAL GAS

CLACKAMAS COUNTY OREGON

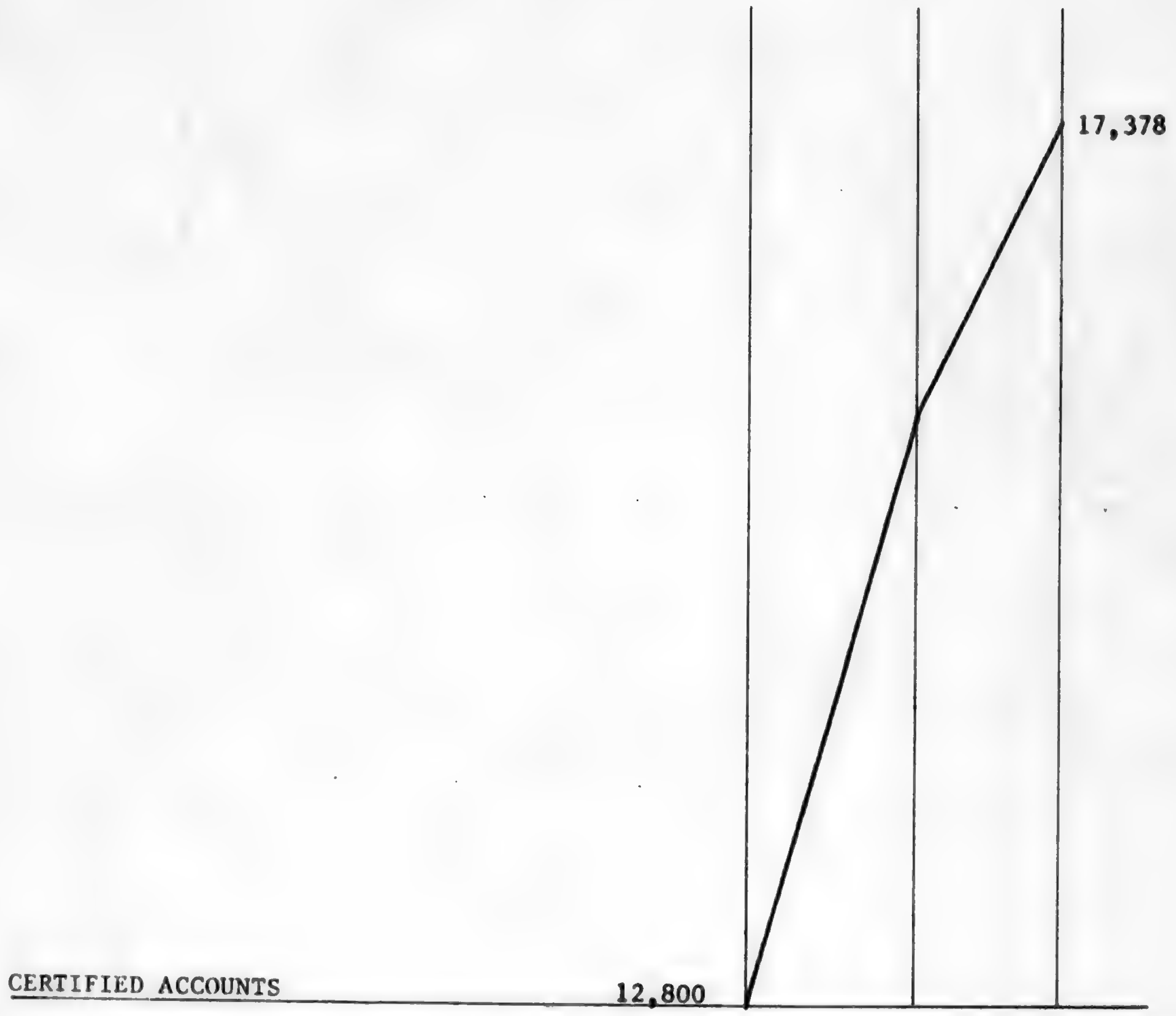
R.1W.
R.2E.
R.3E.
R.4E.
T.1S.
T.2S.
T.3S.
T.4S.
T.5S.
T.6S.
T.7S.
T.8S.
WASHINGTON CO.
YAMHILL CO.
MARION COUNTY
Willamette Meridian
To Salem
To Silverton
35
86
2
67
74
76
78
131
139
69
136
1
75
137
83
72
73
WILLAMETTE NAT. FOREST
R.1W.
R.1E.
R.2E.
R.3E.
R.4E.
LEGEND
State Highway
Public Roads
Private & Forest Service Road
Railroads
City Limits
Park Boundaries

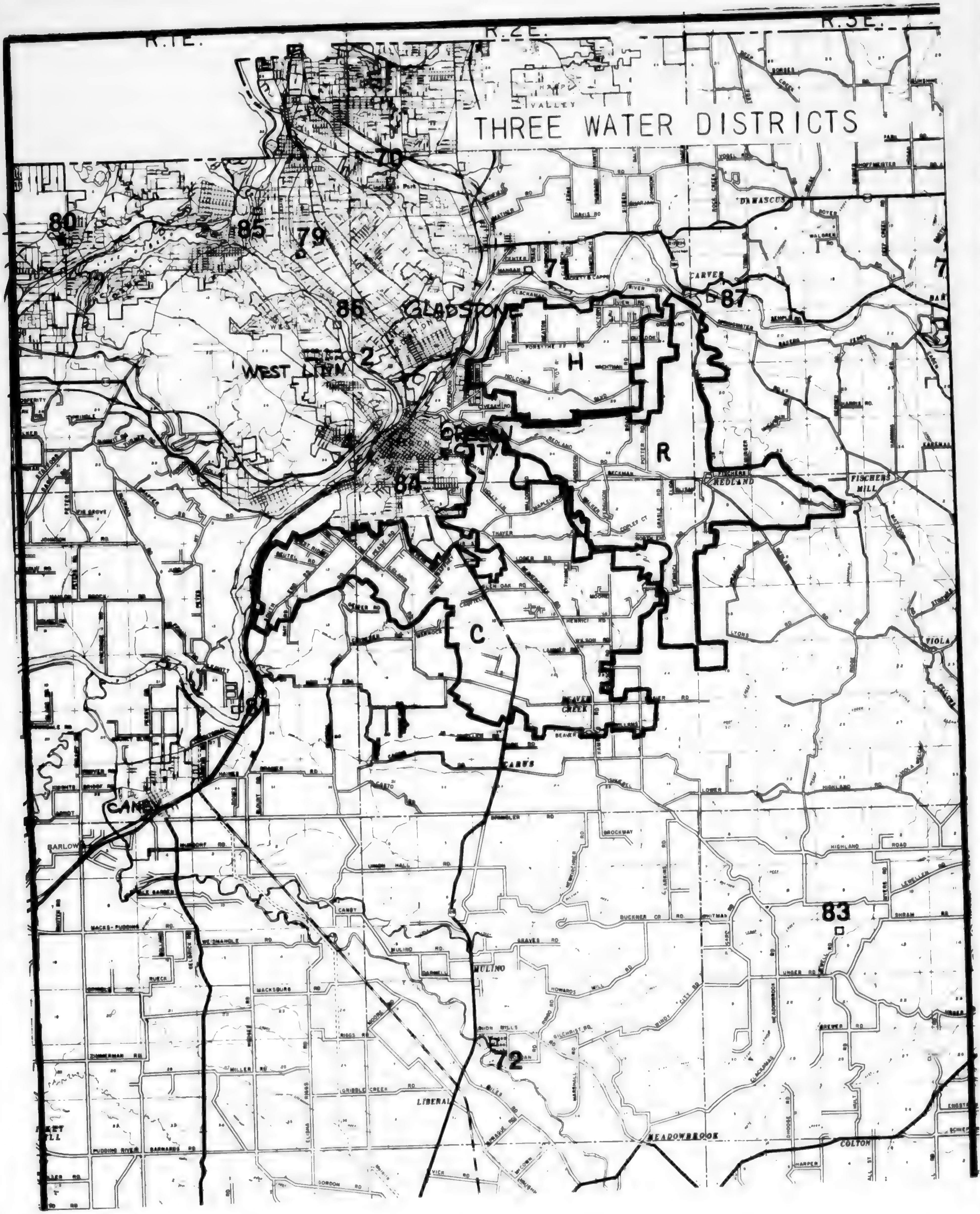
Northwest Natural Gas Company

Dave Martin, Manager,
General Accounting
226-4211

(Clackamas County Certificated Area)

	1960	1965	1970	1971	1972
Accounts	6,100	8,300	12,800	15,835	17,378





THREE WATER DISTRICTS

R.1E.
R.2E.
R.3E.
VALLEY
70
80
85
79
71
87
86
GLADSTONE
2
WEST LINN
H
R
OREGON CITY
84
REDLAND
FISCHERS MILL
DAMASCUS
CARVER
C
BEAVER CREEK
VIOLA
81
CANBY
BARLOW
HIGHLAND ROAD
83
MULINO
72
LIBERAL
MEADOWBROOK
COLTON

Oregon City Area Water Districts

Robert Swanson, Administrator
656-7240

Clairmont Water District

	1962	1965	1970	1971	1972
Total Accounts	255	517	951	1,197	1,599

Redland Water District

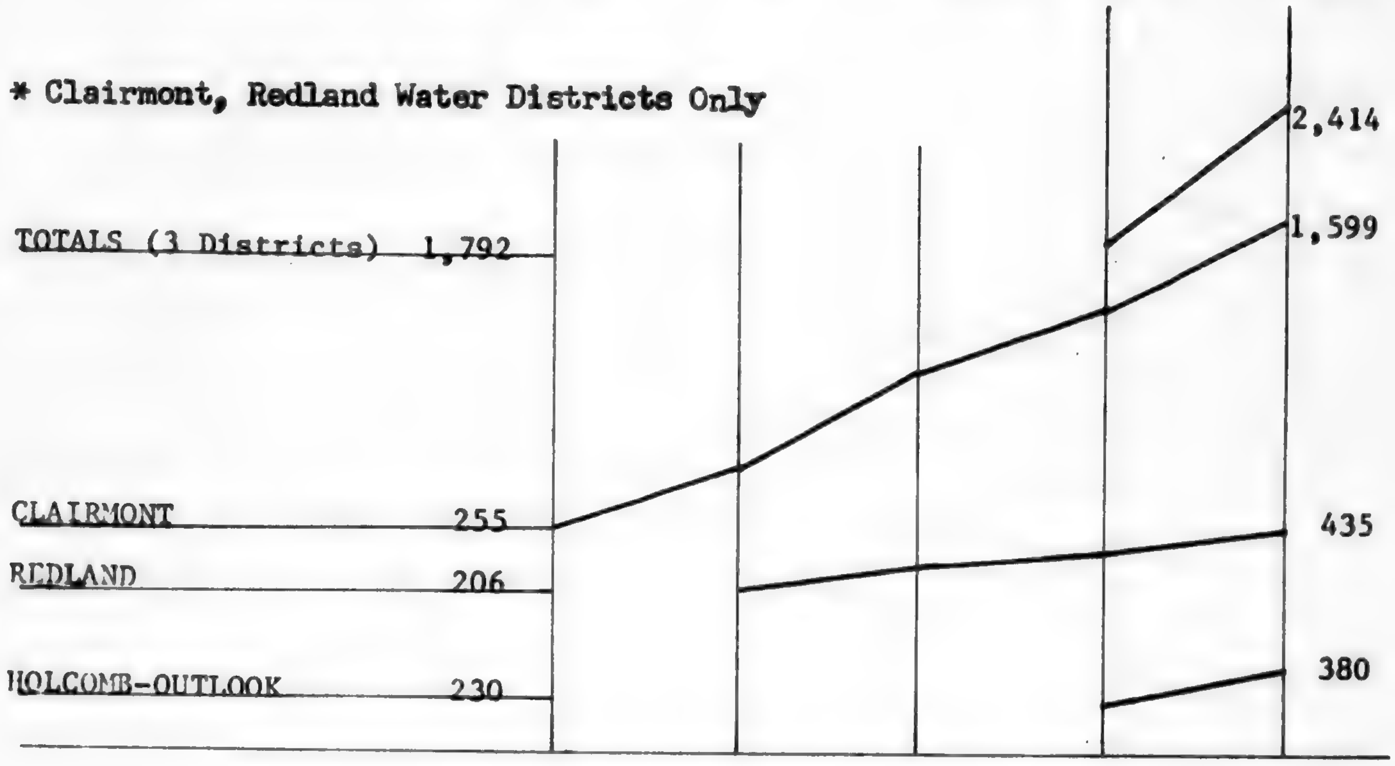
Total Accounts	NA	206	277	365	435

Holcomb-Outlook Water District

Total Accounts	NA	NA	NA	230	380

Total Accounts(3 districts)	255*	517*	1,228*	1,792	2,414

* Clairmont, Redland Water Districts Only



May 25, 1973

The Honorable George Eivers
State Senator
Room 317 State Capitol
Salem, OR 97310

Dear Senator Eivers:

This is in reply to your inquiry concerning the proposed Oregon City and Lake Oswego Highway Bypass projects.

You are quite correct in assuming that the availability of funds is the controlling element in the construction of these facilities. It is estimated that the Oregon City Bypass will cost in the neighborhood of $7 million and the Lake Oswego Bypass approximately $17 million. Under our present funding, it would be most difficult to construct projects of this magnitude in the immediate future.

Most certainly the $150 million in bonds or the two-cent increase in gas tax would make the construction of these projects more likely. However, even if one of these methods of increased revenue becomes available, local officials would be contacted and their priorities taken into account before decisions are made.

If I can be of further service, please let me know.

Very truly yours,

F. B. Klaboe
State Highway Engineer

George M. Baldwin

bc
A. E. Johnson
R. L. Schroeder
R. B. Sipprell
RLS:ajw ms

BUSINESS ADDRESS
GEORGE EIVERS
12345 STANLEY AVENUE
MILWAUKIE, OREGON 97222

CLACKAMAS COUNTY

COMMITTEES
CHAIRMAN:
EXECUTIVE APPOINTMENTS
MEMBER:
TRANSPORTATION
JUDICIARY
RULES AND RESOLUTIONS
ECONOMIC DEVELOPMENT

OREGON STATE SENATE
SALEM, OREGON
97310

RECEIVED
STATE HWY ENGR
MAY 21 '73
REFER TO
Schroeder - Draft
FOR
Info | Invs | R/D | D/R | Sign | Act | File

May 17, 1973

Mr. Tom Edwards
Highway Division
Highway Building
Salem, Oregon 97310

Dear Mr. Edwards,

I am most concerned with the Oregon City by-pass highway project and a solution to the State Street problem in Lake Oswego.

I know all about the shortage of funds and the unending demand from all over the State. However, I would appreciate it very much if you could furnish some projection of the time table for start of these two projects. Would you respond as to the possible acceleration of your schedule on these vitally needed improvements in the event either the $150 Million bonding funds or the 2¢ increase in the gas tax become available.

I am sure the other Clackamas County legislators share my concern.

Sincerely,

George Eivers

George Eivers
State Senator

GE:pk

NOTED
R. L. SCHROEDER

RECEIVED
MAY 22 1973
Office of
Assistant State Highway Engineer

NOTED
A. E. JOHNSON

a E.
p/D

TRANSACTION NUMBER 11-29

FORM PR-48
(REV. 7-67)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

TRANSMITTAL AND REQUEST FOR INITIAL PROGRAM APPROVAL OF PROJECTS

(PPM 21-1)

STATE HIGHWAY DEPARTMENT: OREGON

DATE: 11-7-72

BY (Signature): MR. YOUNG'S NOVEMBER 3, 1972 LETTER

TITLE: PROGRAMING ENGINEER

CLASS OF FEDERAL FUNDS: ☐ FAI ☐ FAP ☐ FAU ☒ FAS ☐ OTHERS ______

STAGE 1 * ITEM NOS. ______ THRU ______

STAGE 2 ITEM NOS. 1105 THRU ______

ITEM NO.	PROJECT NOS.	LENGTH (Miles)	TOTAL ESTIMATED COST	FEDERAL FUNDS	OTHER IDENTIFICATION AND/OR REMARKS (State): LOCATION	WORK
1105	SU-226(7)	4.50	27,000	17,000	OREGON CITY SECTION CLACKAMAS COUNTY	PRELIMINARY ENGINEERING.

11-9-72

RECEIVED
STATE HWY ENGR
NOV 9 '72
REFER TO
FOR

REMARKS (Division)

UNDER THE PROVISIONS OF PPM 20-5 PARAGRAPH 8F YOU ARE AUTHORIZED TO PROCEED WITH ALL PHASES OF PRELIMINARY ENGINEERING EXCEPT PS&E.

	RECOMMENDED		APPROVED
DATE	SIGNATURE AND TITLE	DATE 11-7-72	SIGNATURE AND TITLE G. L. GREEN, DIVISION ENGINEER

* Program approval and any authorization to proceed with a Stage 1 project shall not constitute any commitment of Federal funds nor shall it be construed as creating in any manner, any obligation on the part of the Federal Government to provide Federal funds for the undertaking.

GPO 927-954

RECEIVED

FOR FILING

November 3, 1972

TO Executive Department
Federal Aid Coordination Unit

FROM
L. H. Young
Programing Engineer

SUBJECT Federal-Aid Funding Application

In compliance with step 7 of Procedure 13-020-02 of Executive Memorandum 02-270-20, we are submitting one copy of the completed application for federal-aid funding of the following Secondary Project:

Item No.	Project No.	Section Name & PNRS No.
1105	SU-226(7)	Oregon City #7208-2-460

JG:bb

Enc.

cc: R. N. Chase
B. L. Gifford

RECEIVED
SEP 1[illegible] 1972

FOR FILING

1859

EXECUTIVE DEPARTMENT

CAPITOL BUILDING • • • • • • • SALEM, OREGON 97310

TOM McCALL
GOVERNOR

CLEIGHTON L. PENWELL
Director

September 5, 1972

RECEIVED
SEP 7 1972
OFFICE OF
ASSISTANT STATE HIGHWAY ENGINEER

Mr. George Baldwin, Administrator
Highway Division
Highway Building
Salem, Oregon 97310

Re: Alternate Routes
(Oregon City) Study
PNRS #7208 2 460

Dear Mr. Baldwin:

This is to acknowledge receipt of your Notice of Intent to file for Federal funds.

We have considered your proposal and concluded that it presents no conflicts with existing state plans. You are encouraged to involve other state agencies in your research to minimize the potential for any conflict in actions proposed resulting from the study.

A copy of this letter should accompany your application to the Federal Agency as evidence of your having complied with OMB A-95.

Sincerely,

Cleighton Penwell

cc: September 7, 1972
G.L. Green, FHWA
E.S. Hunter
F.L. Hall
D.H. Moehring
R.E. Royer
W.H. Tebeau
Roger Trygstad
H.S. Cox
B.L. Gifford
H.S. Coulter
D.R. Adams
L.W. Rulien

CP:Km

NOTED
E. S. HUNTER

RECEIVED
SEP 7 1972
PROGRAMING SECTION

BEN GIFFORD
8/30

NOTED
R. D. ASBURRY

RECEIVED

FOR FILING

August 30, 1972

Executive Department
Federal Aid Coordination Unit
240 Cottage St., S. E.
Salem, Oregon 97310

Gentlemen:

In accord with Executive Memorandum 02-270-20, attached are eight copies of the completed Notice of Intents to apply for federal assistance for federal-aid project as follows:

State Administrative District No. 2 — Alternate Routes (Oregon City) Study

Federal Aid ABC Program — Cascade Highway, Clackamas Co.

The estimated date of filing for federal-aid funds on this project is October 10, 1972. In order that this date and the subsequent dates of contract letting may be met, your prompt attention to this proposal will be appreciated.

Very truly yours,

George M. Baldwin
Administrator of Highways

By

L. H. Young
Programing Engineer

Attachment

BLG:js

cc: G. L. Green, FHWA
E. S. Hunter
F. L. Hall
D. H. Moehring
R. E. Royer
W. H. Tebeau
Roger Trygstad
H. S. Cox
B. L. Gifford
R. N. Chase
H. S. Coulter
D. R. Adams
L. W. Rulien

OREGON PROJECT NOTIFICATION AND REVIEW SYSTEM

NOTIFICATION OF INTENT TO APPLY FOR FEDERAL AID

For Internal Use Only | 1-8] PNRS # | 9] CARD TYPE: | Page One

02 | 12] APPLICANT [45: State Highway Division | 46] DIVISION [79: Department of Transportation

03 | 12] APPLICANT ADDRESS STREET [45: State Highway Building | 46] CITY [60: Salem | 76] ZIP [80: 97310

04 | 12] CONTACT PERSON [45: L. H. Young | 46] AREA CODE [48: 503 | 49] PHONE [55: 378 | 56] EXTENSION [59: 6563

01 | 12] PROJECT TITLE [71: Alternate Routes (Oregon City) Study District 2

11 | 12] PROJECT LOCATION: Cascade Hwy. | CITY [45: Oregon City | 46] PROJECT LOCATION COUNTY [79: Clackamas

05 | 12] SUMMARY PROJECT DESCRIPTION (ATTACH SUPPORTING DOCUMENTS AS NECESSARY) [71

This project is a reconnaissance study of the Oregon City area to develop [71

06 | 12] alternate corridors for the realignment of the Cascade Highway. The work [71

07 | 12] will involve all phases of preliminary engineering necessary to develop this [71

08 | 12] project through location and corridor selection under Federal-aid regulations. [71

09 | 12] [71

10 | 12] [71

12

FEDERAL FUNDS		NON-FEDERAL MATCHING FUNDS		OTHER	TOTAL
12] (A) Grant [19	20] (B) Other [27	28] (C) State [35	36] (D) Local [43	44] (E) FUNDS [51	52] (F) FUNDS [60
18,000		12,000			30,000

13 | 12] TYPE OF OTHER FEDERAL FUNDS (See 12B) [45 | 46] TYPE OF OTHER NON-FEDERAL FUNDS (See 12E) [79

14 | 12] FEDERAL PROGRAM TITLE [71: Title 23 U.S.C. Highways

15 | 12] FEDERAL AGENCY NAME [45: Department of Transportation | 46] FEDERAL SUB-AGENCY NAME [79: Federal Highway Administration

17

(A) TYPE OF APPLICANT: (Check (X) the single most applicable box)

STATE ☒ 12 | INTER-STATE ☐ 13 | COUNTY ☐ 14 | CITY ☐ 15 | SCHOOL DISTRICT ☐ 16 | SPECIAL DISTRICT ☐ 17 | COMMUNITY ACTION ☐ 18 | SPONSORED ORGANIZATION ☐ 19 | OTHER ☐ 20

(B) TYPE OF ACTION: (Check (X) as many boxes as apply to this action)

NEW GRANT ☒ 21 | CONT. GRANT ☐ 22 | SUPPL'T GRANT ☐ 23 | INCREASE DURATION ☐ 24 | DECREASE DURATION ☐ 25 | CANCELLATION ☐ 26 | INCREASE DOLLARS ☐ 27 | DECREASE DOLLARS ☐ 28

(C) IS THERE A COMPREHENSIVE PLAN?

STATE Yes ☒ 29 No ☐ 30 | REGIONAL Yes ☐ 31 No ☐ 32 | LOCAL Yes ☐ 33 No ☐ 34

(See IV, Page 2)

(D) REVIEW REQUIRED by A-95 Yes ☒ 35 No ☐ 36

(E) ENVIRONMENTAL IMPACT Yes ☐ 37 No ☒ 38

(F) HOUSING RELOCATION REQUIRED Yes ☐ 39 No ☒ 40

(G) ESTIMATED APPLICATION FILING DATE: 41] MONTH [42: October | 43] DAY [44: 10 | 45] YEAR [46: 1972

ADDITIONAL INFORMATION — ALL APPLICANTS

I. FEDERAL CATALOG NUMBER (OR PUBLIC LAW NO. AND TITLE) 20.205

II. HAS DISTRICT CLEARINGHOUSE BEEN NOTIFIED? No ☐ Yes ☒ Date: August 30, 1972

III. HAS FUNDING AGENCY BEEN NOTIFIED? No ☐ Yes ☒ Date: August 30, 1972

IV. IF PROJECT INCLUDES STATE FUNDS (12C), IDENTIFY AGENCY State Highway

V. LIST PERTINENT PLANNING DOCUMENTS OR PROJECT STUDIES (See 17C) Federal-aid ABC Program

VI. EXPLAIN DEVIATIONS (IF ANY) FROM PERTINENT PLAN

VII. (a) Federal Congressional District(s) Number(s) 2

(b) State Representative District(s) Number(s) 24-27

(c) State Senatorial District(s) Number(s) 14

STATE AGENCIES ONLY

VIII. (a) IS PROGRAM BUDGETED ☐ NON-BUDGETED ☐

(b) STATE SHARE

GENERAL FUND CASH	OTHER FUND CASH	IN KIND
$	$	$

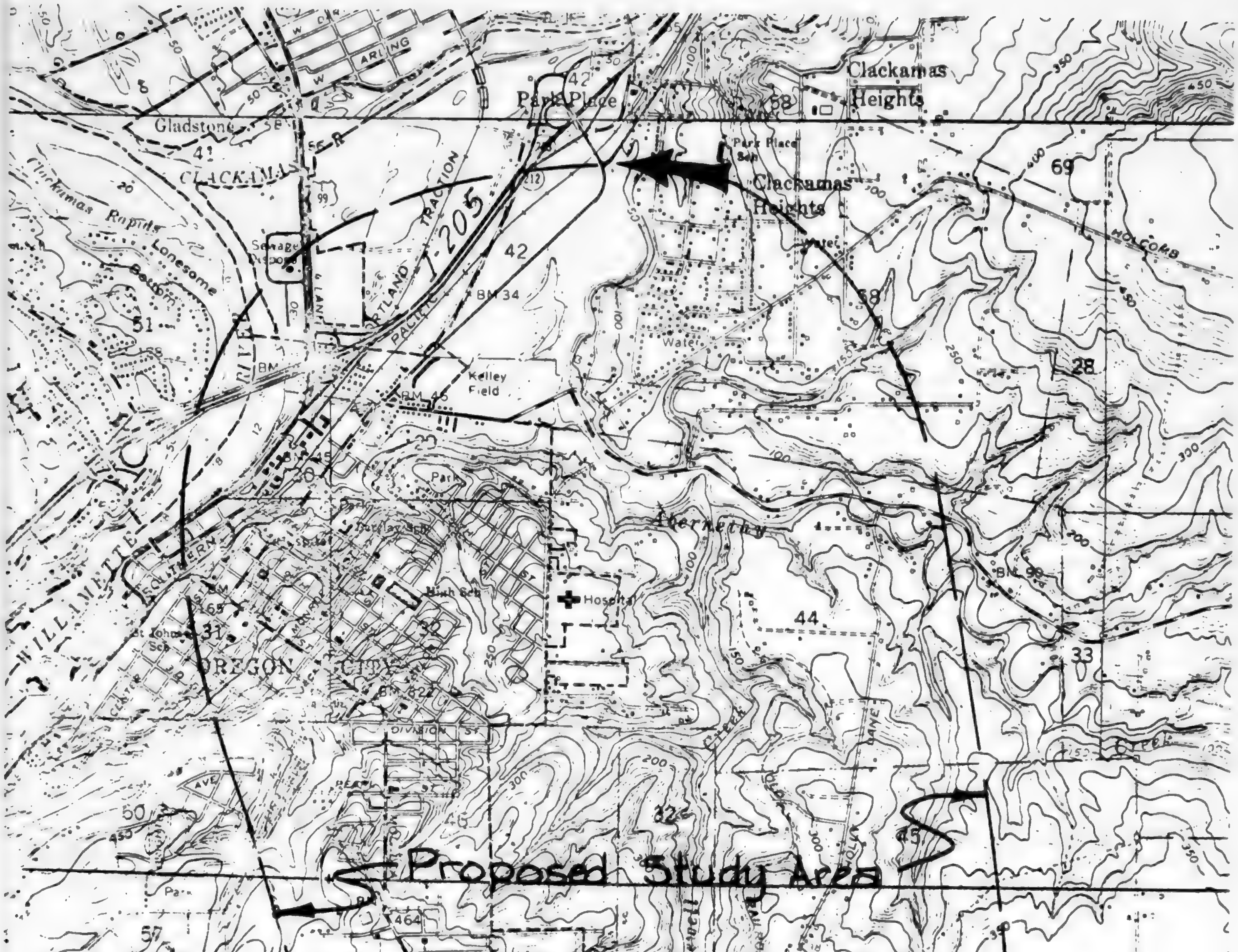
(c) FUNDING METHOD

	FEDERAL SHARE		STATE SHARE		TOTAL	
First Year	%	$	%	$	%	$
Second Year	%	$	%	$	%	$
Third Year	%	$	%	$	%	$

(d) WILL PROGRAM REQUIRE HIRING OF NEW STATE EMPLOYEES? No ☐ Yes ☐ Number

(e) Will accounting for this grant be administered by the Executive Dept. Accounting Division? Yes ☐ No ☐

REMARKS


Proposed Study Area
I-205
Clackamas Heights
Park Place
Gladstone
Clackamas
Clackamas Rapids
Lonesome Bottom
Kelley Field
Willamette
Oregon City
Abernethy
Hospital
High Sch
Barclay Sch
St Johns Sch
Division St
Mountain View Cemetery
St Pauls Cemetery
Gardiner Sch
Mt Pleasant Sch
Parrott Road
McLoughlin Substation
Grange Hall
Maple Lane Sch
Maple
Thayer
Holcomb
Pease Road
Partlow
Meyer
Portland Traction
Pacific
Newell Creek
Beavercreek
Redland Road
BM 34
BM 45
BM 90
BM 444
BM 427
BM 44
BM 413
BM 479

P.R.

Mr Baldwin

434

OREGON STATE HIGHWAY COMMISSION

OFFICE OF GLENN L. JACKSON • % Pacific Power and Light Co. • Medford, Oregon • 97501

TOM McCALL
GOVERNOR

COMMISSIONERS
GLENN L. JACKSON, Chairman
Medford
FRED W. HILL, Member
Pendleton
THADDEUS B. BRUNO, Member
Portland

August 23, 1972

Mr. Peter Ruef, President
Tri-City Chamber of Commerce
102 Ninth Street
Oregon City, Oregon 97045

Dear Mr. Ruef:

The problem you posed concerning the Oregon City Bypass is one of which we are aware and which is included in our long-range list of critical needs. Immediate construction of this facility faces several very difficult and very real roadblocks.

First, a rough analysis of the Highway Division's needs to take care of the Monday-through-Friday traffic loads is approximately $500 million. This figure does not include obsolescence or traffic growth.

Conversely, a study of available funding over the next ten years stands at slightly less than $300 million. Unless the Legislature sees fit to change the law, the Highway Commission's bonding authority for that time is something less than $15 million. A further unsavory fact, but a fact nevertheless, is that with the current planning and environmental processes, the time of getting a project such as this ready for contracting runs a minimum of five years. If the issue becomes controversial, the time could be doubled.

I can only tell you that the Commission is aware of this dire need and is trying to work the project into its schedule when financing may be possible.

Sincerely yours,

Noted
Gary L. Ross

Glenn L. Jackson
Chairman

RECEIVED
AUG 24 1972
OFFICE OF
ADMINISTRATOR OF HIGHWAYS

GLJ:cjk

Edwards - e/D
for ~~[illegible]~~ GLJ

OREGON TRI-CITY
CHAMBER OF COMMERCE
GLADSTONE
OREGON CITY ▲ WEST LINN

PHONE (503) 656-1619 102 NINTH STREET OREGON CITY, OREGON 97045

August 1, 1972

AUG 2 1972

State Highway Commission
  Glenn Jackson, Chairman
State Highway Building
Salem, Oregon 97310

Noted
Gary L. Ross

RECEIVED
AUG 4 1972
OFFICE OF
STATE HIGHWAY ENGINEER

Gentlemen:

Thank you for your response of June 6. We trust the supplementary information included with our May 31 communication clarifies our concern for improved transportation routing in the Oregon City area.

This summer would seem appropriate for you or your assigns to take a horseback survey of residential and commercial construction under way near the south and east boundaries of Oregon City. It appears most of the building permits we referred to in May are being exercised now.

The community college on August 4 will open bids on a 50,000 square foot building housing classrooms, laboratories and student service facilities. This structure will increase the impact of the college on the community and its transportation routes.

A title company spokesman reports construction volume via transactions at his firm in 1971 began a steady rise in April and peaked in August, but that this year the rise began in February, reached the volume of last August this June and still is rising.

Funding the east Oregon City bypass could present a problem if financed solely by the state out of one fiscal budget, but financing the state's portion with general obligation bonds would appear to have less impact. It would seem the state could issue bonds, much in the manner of school districts and recover the bonds over a period of time.

Such funding would not appear to bear too heavily into the highway department's budget if pro-rated. And if inaugerated now, it would provide a much-needed facility sooner and at less cost in the long run.

Increased travel within the state by a growing population and an expanding tourist industry would appear to increase gas tax income, further offsetting the impact on the state highway department budget of financing the east Oregon City bypass through bonding.

We would appreciate your comments on this method of financing the bypass.

Cordially,

Peter Ruef

Peter Ruef, President

PR:me

Copies:

Sen. George Eivers
Rep. Allen Pynn
Alfred Simonson, city manager
Dr. John Hakanson, president, Clackamas Community College
Robert Schumacher, chairman, board of county commissioners
John McIntyre, director, county public works department
Don Vedder, consultant, Parker Northwest, Inc.

RECEIVED
AUG 2 1972
OFFICE OF
ADMINISTRATOR OF HIGHWAYS

RECEIVED
MAY 8 - 1972

FOR FILING

April 14, 1972

Mr. Ashley Greene
The Hilltop Boosters
120 Jefferson Street
Oregon City, Oregon 97045

Dear Mr. Greene:

In your letter of April 10 you inquired as to what Mr. Jackson said to the Oregon City delegation when it came before the Commission on April 4, 1972, concerning a bypass route for the Cascade Highway east of Oregon City.

Without quoting the Chairman specifically the substance of what he said is as follows:

The Commission is well aware of the problem and realizes that it is a bottleneck. This is a high priority job in your minds and in ours. It is a new bypass project and does not involve reconstruction of an existing highway. However, it has been indicated that local authorities are willing to take over the responsibility for the portion of the highway eliminated by the bypass.

He said that the Commission is going to take another look at the project to see if somewhere they might be able to find some additional money.

He also stated that he didn't want the delegation to assume that the Commission at this time has assumed a responsibility or made any promise because the number of critical areas in Oregon compared with the money available is a ratio that presents an impossibility to take care of all highway needs.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:dr

THE HILLTOP BOOSTERS
OREGON CITY, OREGON 97045

PRESIDENT
Perry E. Landsem
1st VICE PRESIDENT
Frank H. McElroy
2nd VICE PRESIDENT
Richard L. Benson
TREASURER
Chris Strohmeyer
SECRETARY
Mrs. Violet Ury
120 Jefferson Street

DIRECTORS
Harold L. Chapin
Edwin Ditto
Ralph E. Kincaid

EX-OFFICIO
Duane O'Brien

STANDING COMMITTEE
CHAIRMAN

MEMBERSHIP
Duane O'Brien
RETAIL TRADE
Doris Rice
FORUM
Charles Battaglia
BUDGET & FINANCE
Don Rider
GREATER OREGON CITY
Dr. Glenn D. Parrott
PROGRAM
Ashley Greene

April 10, 1972

State Highway Commission
Salem,
Oregon

Attention: Mr. Query

Dear Mr. Query:

The Tri-City Chamber of Commerce reported upon its hearing before the State Highway Commission but I think it gave a little too much attention to what it had done rather than what was accomplished toward obtaining a by-pass around the bottleneck of Oregon City on the Cascade Highway to I-205.

I will appreciate it very much if you will give me a transcript of just what Mr. Jackson said at the close of the hearing. I am quite sure it was a little stronger in our favor than was reported.

I am sorry that I couldn't stay until the end of the meeting to pay my respects and my gratitude for your many favors in the past.

If there is a charge for the transcript I will be happy to remit upon notice of the amount.

Sincerely yours,

Ashley Greene.

AG;lf

RECEIVED
APR 12 1972
OREGON
STATE HIGHWAY COMMISSION

JACKSON'S COMMENTS TO OREGON CITY DELEGATION ON APRIL 4, 1972.

JACKSON: Comments were made relatively to the cost on this thing at around 3½ million dollars. I think we are looking realistically at somewhere between 5 and 7 based upon the type of construction we go into in terms of two or four lanes. I think you can be assured of the fact that the Commission is well aware of this problem. In fact, we have goneover and looked at it a couple of times and it is a bottleneck. Oregon City is unique in the topography of the city layout and it would appear that we can probably sympathise with Custer on his famous last words about too many Indians and we are accumulating a population here in various areas of/the three county area in Oregon that is posing problems that are completly beyond the capacity dollar wise of the State to meet at the moment.

This is a high priority job in your minds and ours. It is a relocation of a highway. It does not involve the reconstruction of an existing highway. It is a new bypass. On the other hand, it is indicated that the local authorities are willing to take over the responsibility of that portion of the highway which will be eliminated by the bypass.

All we can tell you at this time is that we are going to take another look at this thing and with the idea that somewhere we might be able to find some new dollars. I don't want you to assume that the Commission at this time has assumed a responsibility or made any promise, because the number of critical areas in Oregon vs. the dollars that we have - we have got a ratio that presents an impossibility and everybody having an opportunity to solve their own individual problems. Thank you.

STATE HIGHWAY COMMISSION MEETING

Delegation Robert Hoy, President, Oregon Tri-City Chamber of Commerce, Oregon City, and others, re development of a bypass east of Oregon City from Park Place near the northeast boundary of Oregon City to the hill area near the southeast boundary as an alternate route to Highway 213.

Date April 4, 1972

Time 10 a.m.

Name	City or Town	Capacity
Robert Hoy (spokesman)	Oregon City	Pres. of Chamber of Commerce
Alfred Simonsen	"	City Manager
Dr. John Hokanson	"	Pres., Clack. Comm. College
Fred Stefani	"	Clack. Co. Commissioner
Rep. Allen Pynn	"	
Rep. J. P. Henderson	"	
Rod Geier	"	Manager of Chamber of Commerce
Jack Donahue	"	City ~~Manager~~ Engr.
John MacIntyre	"	Director of Public Works, Clack. Co.
Ashley Greene	"	Hill-Top Boosters
Sen. Geo. Eivers	"	

OREGON TRI-CITY
CHAMBER OF COMMERCE
GLADSTONE
OREGON CITY ▲ WEST LINN

PHONE (503) 656-1619 102 NINTH STREET OREGON CITY, OREGON 97045

April 4,, 1972

Subject: East Oregon City bypass, linking Parkplace and Beaver Creek Road.

SUMMARY

It is the opinion of this chamber's board of directors, based upon the following report and treatment by the chamber's Transportation Committee, that immediate efforts are begun leading to the development of an east Oregon City bypass.

We believe a cooperative effort by Clackamas County, City of Oregon City, State Highway Department and Federal Highways Administration would lead to a speedier development of this essential bypass.

Precipitating this request is the rapid rate of residential and commercial development occurring and projected immediately south and east of Oregon City, increased growth of Clackamas Community College and accelerated use of Washington Street, Seventh Street and Molalla Avenue as the main north-south route employed by vehicles in Oregon City.

This report shows:

-- Student load at Clackamas Community College, located in the southeast area of Oregon City, has increased from 638 to 3,562 from 1967 through 1971 and that a 12 per cent increase is anticipated in the fall of this year, 1972.

-- The Oregon City division of Pacific Northwest Bell grew by 716 accounts in 1971, a rate of 5,96 per cent, and projects 750 or 6.0 to 6.5 per cent increase in 1972.

-- Traffic volume increased from 1965 to 1970 from 11,700 to 16,100 at Abernethy Lane and Washington Street, 11,800 to 15,200 at Seventh Street and Washington Street, 9,500 to 14,000 at Holmes Lane and Molalla Avenue, and 6,400 to 12,500 at Molalla Avenue and Warner-Milne Road.

-- Total accounts in the Clairmont Water District increased from December 1962 through December 1971 from 255 to 1,196, the latter being a 26 per cent increase over the calendar year 1970.

-- Total accounts for the Redland Water District increased from December 1965 through December 1971 from 206 to 364, the latter being an increase of 31 per cent over calendar year 1970.

-- The Oregon City division of Portland General Electric Company projects a increase from 23,956 customers in December 1971 to 50,000 in 1981, of which 50 to 60 per cent is anticipated south and east of Oregon City.

-- All but one of the federal census tracts, which include Oregon City and the near-immediate areas south and east of Oregon City, has shown a steady rate of growth during the past decade.

-- The Beaver Creek Co-operative Telephone Company has shown a continuous rate of growth during the past five years and an accelerated rate of the growth the past two years.

The secondary purpose of compiling this information is to provide several criteria with which to view the growth of the areas within the five or so miles south and east of Oregon City.

This growth, statistically reflected in this report, gives credence to requesting immediate planning to effect an east Oregon City bypass.

We wish to acknowledge the following for their assistance in providing information for this survey.

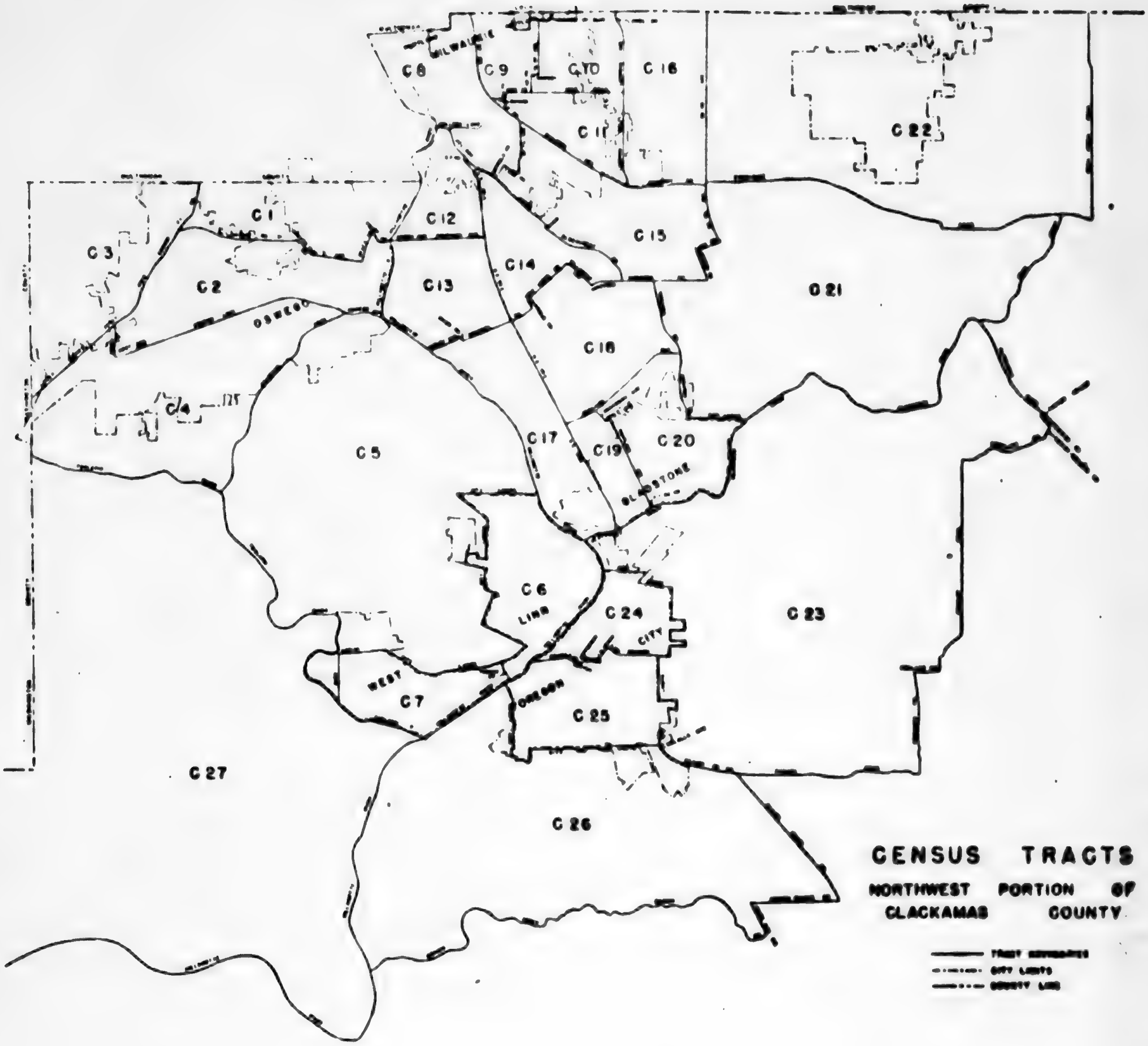
Marvin Weiss and Bill Shreve, Clackamas Community College; Ralph Kincaid, manager, Oregon City exchange, Pacific Northwest Bell; Larry Rulien, division engineer, State Highway Department; Robert Swanson, administrator, Clairmont and Redland Water Districts; Perry Landsem and Russell Bailey, Oregon City division, Portland General Electric Company; James Hall, director, Clackamas County Planning Commission staff; W. B. Whelchel, manager, Beaver Creek Telephone Company, and Dr. C. Edwin Ditto, Supt. School District 62.

Cordially,

Board of Directors

Robert Hoy

Robert Hoy, President



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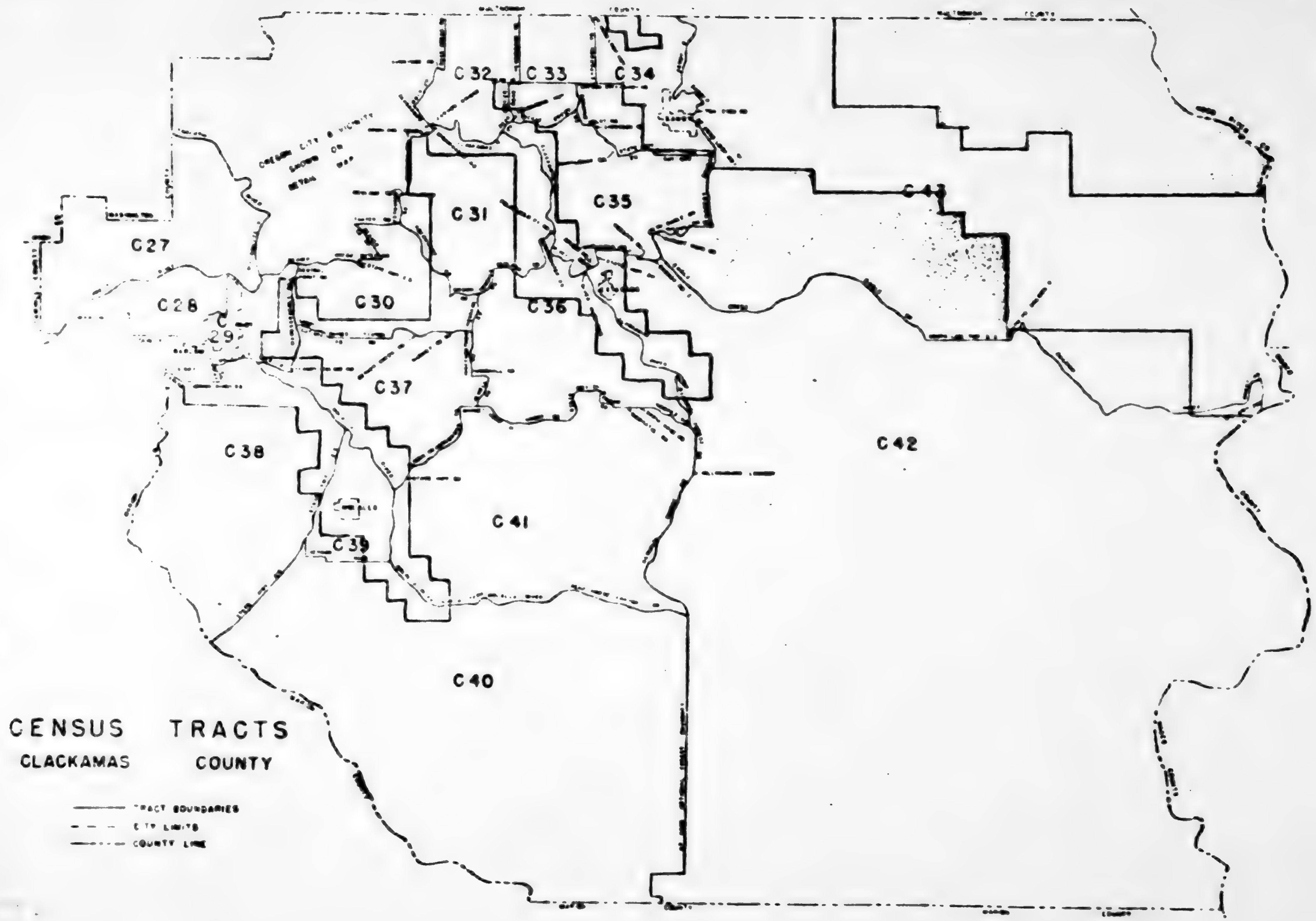
CENSUS TRACTS

NORTHWEST PORTION OF
CLACKAMAS COUNTY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CITY LIMITS
COUNTY LINE

CENSUS TRACTS
CLACKAMAS COUNTY

HOME ADDRESS
ALLEN B. PYNN
949 7TH AVENUE
WEST LINN, OREGON 97068

CLACKAMAS COUNTY

COMMITTEES
MEMBER:
WAYS AND MEANS
ENVIRONMENT

HOUSE OF REPRESENTATIVES
SALEM, OREGON
97310

April 3, 1972

State Highway Commission
Salem, Oregon 97310

Gentlemen:

I represent the Oregon City - West Linn area in the state legislature and the entire legislative assembly on the Emergency Board. I will be appearing before your committee on April 4, 1972, to tell you in person about my current concerns about the traffic problem in the Oregon City area. My presentation will be on behalf of the proposed Oregon City to Cascade Highway Bypass. I strongly endorse this project and I believe it to be an item of first priority in the Southern Metropolitan area. I urge your careful consideration of this project.

Respectfully yours,

Allen B. Pynn

Allen Pynn

AP:pr

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON

In the matter of Supporting the
East Oregon City Bypass

Order No. 72-205

RESOLUTION

This Board having been presented with testimony that the Oregon City Bypass was removed from the Federal Aid Urban System for the Metropolitan area, said evidence being presented by the Tri-City Chamber of Commerce in the City of Oregon City, and

Further that the Columbia Region Association of Governments supported this Bypass and that it received at its presentation to said Body the unanimous support of both Oregon City and Clackamas County, now therefore

BE IT RESOLVED that Clackamas County go on record, joining with the City of Oregon City, the Tri-City Chamber of Commerce, School District No. 62, Clackamas Community College Education District, Clairmont Water District, Redland Water District and the Beavercreek Telephone Company in presenting facts to the Oregon State Highway Division and the Federal Highway Administration in developing the East Oregon City Bypass.

DATED this _______ day of February, 1972.

____
Chairman

BCC

____
Commissioner

____
Commissioner

RESOLUTION NO. 72-5

WHEREAS, the increased traffic flow being generated on the Cascade Highway - Oregon 213, through Oregon City has reached such overloaded proportions that it is forcing a portion of this through traffic to divert to other local carrier streets to by-pass this State Highway Route--to such an extent that present local street arterials are in turn overloaded with this through traffic and Oregon City now pleads for a relief from the necessity to support this added traffic on its own arterials.

NOW THEREFORE BE IT RESOLVED by the City Commission of Oregon City that the proposed East Oregon City By-Pass be constructed immediately and we join with the Board of County Commissioners of Clackamas County, the Oregon City Tri-City Chamber of Commerce, Oregon City Public School District No. 62, Hilltop Boosters, Clackamas Community College and various other agencies in this effort.

Adopted, signed and approved this 16th day of February, 1972.

E H Danielson
Mayor - Commissioner

Howard Klemsen
Commissioner

Glenn D Parrott.
Commissioner

Comprising the City Commission of
Oregon City, Oregon.

Home Address
J. P. (JIM) HENDERSON
2102 SW Country Club Road
Lake Oswego, Oregon 97034

Clackamas County

COMMITTEES
Member:
Elections and Reapportionment
Transportation—Highways

SUBCOMMITTEES
Member:
Election Laws

HOUSE OF REPRESENTATIVES
Salem, Oregon
97310

March 31, 1972

Mr. Rod Geier
Oregon City Chamber of Commerce
Oregon City, Oregon

Dear Mr. Geier:

I have been aware for some time of your extensive study and proposal for a bypass interconnecting 82nd Avenue through the Gulch North of Oregon City to interconnect in the vicinity of Clackamas Community College.

I would like to express my complete support in your effort. I only wish this was the singular problem facing Clackamas County in its needs for highway construction; however, I am sure this could be ranked as a top priority. The safety of the citizens in Oregon City in the general area of flow of traffic as it is existing today is critical. I am sure in the wisdom of the State Highway Department they realize air pollution becomes more critical with congested areas of auto traffic. This bypass will alleviate these many problems.

My best wishes for your success in your endeavor and my encouragement to the State Highway Department for an affirmative conclusion.

Sincerely yours,

Jim Henderson

JIM HENDERSON
State Senator

JH:mk

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006521

10 a.m.

February 25, 1972

Mr. Robert Hoy, President
Oregon Tri-City Chamber of Commerce
102 Ninth Street
Oregon City, Oregon 97045

Dear Mr. Hoy:

This letter is in response to your request of February 22 for an appearance before the State Highway Commission by persons representing the Oregon Tri-City Chamber of Commerce.

No meeting is scheduled for March but a meeting is set for Tuesday, April 4, in Room 122 of the State Highway Building in Salem.

We have reserved for your delegation the usual allocation of 15 minutes of time beginning at 10 a.m.

Your letter indicates that the delegation wishes to urge development of a bypass east of Oregon City from Park Place near the northeast boundary of Oregon City to the hill area near the southeast boundary as an alternate route to Highway 213.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

cc Commission
George Baldwin
Tom Edwards
F. B. Klaboe

OREGON TRI-CITY
CHAMBER OF COMMERCE
GLADSTONE
OREGON CITY △ WEST LINN
PHONE (503) 656-1619 102 NINTH STREET OREGON CITY, OREGON 97045

February 22, 1972

State Highway Commission
Glenn Jackson, Chairman
State Highway Building
Salem, Oregon 97310

Gentlemen:

A small delegation of public body representatives desires a hearing before the State Highway Commission in March.

Purposes are to present information to justify its belief immediate efforts should be begun toward developing an east Oregon City bypass and to obtain your support and sanction for the project as originally was endorsed by the Columbia Region Association of Governments, before August of 1971.

The bypass would link Park Place near the northeast boundaries of Oregon City to the hill area near the southeast boundaries of Oregon City providing an anternate route to Highway 213 for through traffic.

Thank you for your cooperation.

Cordially,

Robert Hoy

Robert Hoy, President

RH:me

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006522

Mr. Chairman, Commission Members, State Highway personnel:

I'm Bob Hoy, president of the Oregon Tri-City Chamber of Commerce, serving the Oregon City, Gladstone and West Linn area.

I would like to thank the commission for hearing our plea for a much needed bypass east of Oregon City. This bypass would relieve our community of an intolerable traffic situation.

In our group to present the facts and testimony are Al Simonson, city manager of Oregon City; Mr. John Hakanson, president of Clackamas Community College; and the Honorable Fred Stefani, Commissioner of the County of Clackamas.

In addition we have for technical assistance, Mr. Jack Donahue, City Engineer, Oregon City; John McIntyre, Director of Public Works of Clackamas County; Senator George Eivers and Representative Allen Pynn of Clackamas County.

We recognize you and the Highway Department staff may have some questions, but we request your indulgence to withhold them until the end of our presentation.

Senator George Eivers

Representative Allen Pynn

FREE
MUNICIPAL
ELEVATOR

CITY OF OREGON CITY

OREGON CITY, OREGON 97045

Area Code 503
Phone 656-5266

OFFICE OF
CITY MANAGER

For presentation to the Oregon State Highway Commission, April 4, 1972.

Subject: Relocation of the Cascade Highway (East Oregon City By-Pass)

CHAIRMAN JACKSON AND OTHER MEMBERS OF THE OREGON STATE HIGHWAY COMMISSION:

I am Alfred Simonson, City Manager of the City of Oregon City, and I address you on behalf of the City Commission and the people of Oregon City.

The ever-increasing traffic flows on the Oregon City Section of the Cascade Highway (Oregon 213), also shown as Cascade Highway No. 160 in the Oregon State Highway Division Traffic Volume Tables, prompted Oregon City's appearance here today.

The latest publication of Traffic Volume Tables for 1970, released in June of 1971, show these counts on Washington Street coming into the City from the north at 14,400 movements north of Abernethy Road, 16,100 immediately south of Abernethy Road, 16,700 at 14th and Washington Streets, 11,800 immediately north of 7th Street on Washington Street and 14,200 on 7th Street immediately east of Washington Street where the Cascade Highway makes its turn onto 7th Street.

A more recent study of the 7th and Washington Street intersection made by the Regional Engineer's Office on March 30 - April 1, 1971, shows 11,240 vehicles entering the intersection from the north and 15,067 vehicles immediately east of the intersection on 7th Street, with a total number of vehicles entering the intersection in a 24-hour period of 20,590.

In order to better accommodate these traffic flows the Oregon City Commission, at the request of the State Highway Department, have sacrificed curbside parking on portions of the Cascade Highway routing within the City and have now pending before them an additional request to eliminate parking between 11th and 13th Streets on Washington Street to further aid through traffic movements in this area.

Without going further into statistical traffic count data, which is available to you through the Highway Engineer's Office, we would make the point that Oregon City now needs relief from the overload condition existing on the Cascade Highway in the City of Oregon City.

It is our firm belief that a portion of the present through traffic on the Cascade Highway is now syphoning off and causing higher traffic loadings on 5th Street, Linn Avenue and Warner-Milne Road in both its north and southbound movements. Additionally, traffic is dropping off Molalla Avenue onto Taylor Street and then proceeding down 9th Street and again entering the Cascade Highway at 9th and Washington Streets.

An example of concern to Oregon City is demonstrated in the recent installation of a traffic control light and channelization at 17th and Washington Streets, made jointly by the State Highway Department, Clackamas County and the City of Oregon City, to provide better traffic control at this vital intersection. This installation has greatly aided traffic entering and leaving 17th Street but at the same time it creates a back-up of traffic across the Abernethy Bridge southerly on Washington Street of northbound traffic to the point that Oregon City's emergency equipment, namely Fire Department and Police Department, have difficulty making emergency runs northbound, and at the present time have no alternate routing to get to the north side area of the City.

Additional traffic control lighting is now scheduled under the TOPICS PROGRAM agreements with the State Highway Department for the intersections of Molalla Avenue and Warner-Milne Road and Molalla Avenue and Pearl Street.

Recognizing this constantly increasing overloading of traffic on the Cascade Highway in Oregon City, the Oregon City Commission on February 16, 1972, adopted Resolution No. 72-5 pleading for relief from the Oregon State Highway Commission by relocating the Cascade Highway from a point at the Park Place Interchange of I-205 on a new right-of-way running generally southeasterly of the City to a new connection with Beavercreek Road and Molalla Road at a point somewhere in the area of Clackamas Community College.

Thank you for the opportunity to make this presentation on behalf of all the citizens of Oregon City.

COPY

For presentation to the Oregon State Highway Commission, April 4, 1972.

CHAIRMAN JACKSON AND OTHER MEMBERS OF THE OREGON STATE HIGHWAY COMMISSION:

My name is John Hakanson, I am President of Clackamas Community College. I wish to address myself to a brief review of population and housing projections in the area south and east of Oregon City which is served by Molalla Road and Beavercreek Road, which in turn are served from the north by the existing 7th Street - Molalla Avenue route which Mr. Simonson discussed.

Clackamas Community College is located about one mile south of the Molalla Road - Beavercreek Road junction and extends from one of these routes to the other at that point. I will also comment briefly on the projected growth of the college and the attendant traffic problems.

Enrollment in the college programs has increased from 638 in 1967 to approximately 3500 in 1971-72 This growth is forecast to increase by 300 - 500 annually for a considerable period of time.

Some 25% - 30% of the college's enrollment originates in the Milwaukie area. Approximately half of the high school students living in the college district are located north of the Clackamas River. This area is growing rapidly. For example, recent issues of local papers carried news of a development in the Gladstone area which is expected to result in some 800 new family dwelling units

For nearly all of the people in the college district who live north of the Clackamas River, the most direct route to Clackamas Community College is right through Oregon City, usually up Washington Street, 7th Street, and Molalla Avenue.

I have, myself, been traveling this same route virtually every working day for the past 30 months, and can testify from personal experience that traffic has become noticeably heavier month by month.

Commercial institutions in the general area continue to grow and to draw more traffic. Two recent developments are a large nursing home on Molalla Road which is nearing completion, and a 20 acre shopping center at the junction of Molalla Road and Beavercreek Road which will soon be under construction.

Government offices also add to the traffic. One example is a new welfare office on Warner Milne Road which was built in 1971. County government offices are planned for this area, as well as additional public schools.

Census tracts 223 - 226 include most of the area adjacent to Oregon City on the south and east. The 1960 and 1970 population in these four census tracts totaled 12,723 in 1960, and 16,851 in 1970, an increase of 32%.

The City of Oregon City has developed an extensive sewage collection plan covering a drainage basin of approximately 37 - 38 square miles, or about 24,000 acres, lying south and east of Oregon City. The Clackamas County Planning Office has designated this basin as Low Density Residential, meaning from 2 - 6 single family dwelling units per acre. Assuming four units per acre, this area has a potential of some 70,000 family dwellings.

COPY

In an attempt to check current growth in the area, I have ascertained the number of building permits issued in the last two years by the County in Township 3 S, Range 2 E, the northern two-thirds of which is located adjacent to Oregon City within the drainage basin to which reference has been made.

In that part of this township outside the boundaries of Oregon City, there were issued 107 permits for new single family units in 1970. In 1971 there were issued 191 permits, and in the first three months of 1972 there have been issued 74 such permits. This latter figure indicates an annual rate of 296 dwelling units, almost 3 times the rate in 1970.

During 1971 the City of Oregon City issued permits for 101 single family dwellings and for 150 units in multifamily dwellings. In the first three months of 1972, Oregon City has issued permits for 37 single family units and 82 multifamily units. The computed annual rates for 1972 are 148 single family units, and 328 multifamily units. Again, these figures show a substantially increasing rate of growth.

Major housing developments in Oregon City and near the college campus on Molalla Road which are under construction, or nearing that state now, include one on Duane Street in SE Oregon City with an ultimate 262 units, and another just south of the college containing 104 apartment units and 187 mobile home spaces.

These remarks are meant to be examplary only They are not intended to be inclusive of all the activity in the southeastern part of the county. Everywhere one travels in this very large area, one sees buildings going up at every hand. Plans for construction of sewage facilities in the area are definite and firm. As sewage collection and treatment facilities become available, the rate of growth will continue to increase. As the college continues to develop more programs and facilities, it too will draw more traffic. At present practically all traffic from the north going to the south and east of Oregon City must pass through that city. There exists no good alternative.

Thank you.

Cordially,

John W. Hakanson,
President

COPY

JWH/em

COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS
OREGON CITY, OREGON 97045
655-3311

ROBERT SCHUMACHER, CHAIRMAN
FRED STEFANI, COMMISSIONER
THOMAS D. TELFORD, COMMISSIONER

CLACKAMAS COUNTY'S POSITION STATEMENT
CONCERNING THE OREGON CITY BYPASS
PRESENTED TO THE STATE HIGHWAY COMMISSION, APRIL 4, 1972

MR. CHAIRMAN, COMMISSION MEMBERS AND STATE HIGHWAY PERSONNEL:

MY NAME IS FRED STEFANI. I AM A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS FOR CLACKAMAS COUNTY, AND I AM HERE TODAY PRESENTING THE COUNTY'S POSITION RELATING TO THE OREGON CITY BYPASS ROUTE.

TRANSPORTATION PLANNING AND FUNDING HAS PLAGUED METROPOLITAN AREAS FOR MANY YEARS. WE HAVE SEEN VARIOUS LEVELS OF GOVERNMENT DEVELOP THEIR TRANSPORTATION SYSTEMS WITHOUT REGARD TO THE OTHER ENTITIES. THIS IS ONE OF THE MAJOR CAUSES FOR THE PRESENT INADEQUATE TRANSPORTATION SYSTEM IN THE PORTLAND METROPOLITAN AREA.

STATE, COUNTY AND LOCAL OFFICIALS RECOGNIZED THIS PROBLEM AND DECIDED TO DO SOMETHING ABOUT IT. IN 1959 THEY FORMED THE PORTLAND VANCOUVER METROPOLITAN TRANSPORTATION STUDY COMMITTEE WHICH BROUGHT TOGETHER REPRESENTATIVES FROM THE CITIES, THE COUNTIES, AND STATE AND FEDERAL OFFICIALS [illegible] TRANSPORTATION

PLANNING. THE TASK OF THIS COMMITTEE WAS TO DEVELOP PLANS FOR FACILITIES WHICH WOULD MOVE PERSONS AND GOODS IN, THROUGH AND AROUND COMMUNITIES IN SUCH A MANNER THAT THESE FACILITIES WOULD COMPLIMENT AND ENCOURAGE ORDERLY GROWTH AND DEVELOPMENT.

THE P.V.M.A.T.S. HAS SINCE BEEN INCORPORATED INTO THE COLUMBIA REGION ASSOCIATION OF GOVERNMENTS, WHICH IS RESPONSIBLE FOR ALL FORMS OF PLANNING IN THE PORTLAND METROPOLITAN AREA. CRAG HAS IDENTIFIED THE OREGON CITY BYPASS AS ONE OF 54 REGIONAL TRANSPORTATION FACILITIES NEEDED IN OUR AREA. CRAG HAS FURTHER IDENTIFIED THIS FACILITY AS A "GROUP I" PRIORITY FACILITY, A FACILITY THAT IS IMMEDIATELY NEEDED, AND ONE WHICH COMPLIMENTS THE LAND-USE PLANS FOR THE AREA.

CLACKAMAS COUNTY HAS SUPPORTED THE NEED FOR THIS ROUTE FOR MANY YEARS. WE HAVE APPEARED BEFORE THIS COMMISSION IN THE PAST TO URGE YOU TO TAKE THE LEAD IN SEEING THAT THIS ROUTE BECOMES A REALITY.

WE HAVE BEEN TOLD THAT THE STATE HIGHWAY DEPARTMENT HAS PROBLEMS WITH ITS EXISTING SYSTEM AND CANNOT AFFORD TO ASSUME AN ADDITIONAL FINANCIAL BURDEN. WE HAVE BEEN TOLD THAT IF THIS FACILITY IS TO BECOME A REALITY WITH THE FORSEEABLE FUTURE, IT WILL HAVE TO BE CONSTRUCTED AT THE EXPENSE OF OTHERS. WE CAN SYMPATHIZE WITH THIS POSITION, AS WE ARE FACED WITH MANY SIMILAR PROBLEMS.

IN LOOKING AT THE COUNTY ROAD BUDGET AS A SOLUTION, WE FIND THAT OUR AVAILABLE CONSTRUCTION FUNDS, APPROXIMATELY $200,000.00 PER YEAR, WILL NOT PERMIT

CONSTRUCTION OF A HIGHWAY WHOSE COST HAS BEEN ESTIMATE AT $3,000,000.00.

CLACKAMAS COUNTY, ALONG WITH THE CITY OF OREGON CITY, WAS GIVEN ENCOURAGEMENT WHEN WE LEARNED THAT A NEW FEDERAL FINANCING PROGRAM HAD BEEN IMPLEMENTED FOR METROPOLITAN AREAS. THE FUNDS ASSOCIATED WITH THIS PROGRAM WERE KNOWN AS THE FEDERAL AID URBAN SYSTEM FUNDS AND COULD BE USED FOR ARTERIAL CONSTRUCTION.

THE COUNTY, ALONG WITH THE CITY, SUBMITTED THE OREGON CITY BYPASS TO CRAG AS OUR NO. I PRIORITY PROJECT UNDER THE NEW FAUS PROGRAM. CRAG ENDORSED THIS ROUTE AND SUBMITTED IT TO THE FEDERAL HIGHWAY ADMINISTRATION AS PART OF A TOTAL FAUS SYSTEM FOR THE METROPOLITAN AREA. TO OUR DISMAY, THE FEDERAL AUTHORITIES STRUCK THE ROUTE FROM THE SYSTEM, AS IT DID NOT LIE ENTIRELY WITHIN THE 1970 URBAN IN-FACT BOUNDARIES.

WE POINT THIS OUT TO YOU ONLY TO SHOW THAT OUR AREA IS VITALLY CONCERNED WITH THE OREGON CITY BYPASS ROUTE, AND THAT WE AT THE LOCAL LEVEL HAVE MADE EVERY CONCEIVABLE ATTEMPT TO SEE THAT THIS FACILITY MIGHT BECOME A REALITY.

THROUGH REGIONAL TRANSPORTATION PLANNING, STATE, COUNTY AND LOCAL OFFICIALS HAVE BEEN ABLE TO AGREE ON WHAT HIGHWAY PROJECTS ARE NEEDED AND HAVE IDENTIFIED THE HIGHER PRIORITY PROJECTS. WHAT WE HAVE NOT BEEN ABLE TO ACCOMPLISH IS THE POOLING OF ALL OUR RESOURCES AND THE SPENDING OF THESE RESOURCES ON THE HIGHER

PRIORITY PROJECTS. AS AN EXAMPLE, THE STATE HIGHWAY DEPARTMENT IS PRESENTLY REBUILDING THE ESTACADA-EAGLE CREEK HIGHWAY. WE AGREE THAT THIS IS A NEEDED FACILITY AND THAT THE IMPROVEMENT IS WARRANTED. HOWEVER, THIS IS NOT A NO. I PRIORITY PROJECT IN OUR AREA. WE FELT THAT THE HIGHWAY DEPARTMENT HAD PUT US IN THE POSITION OF EITHER SUPPORTING THIS FACILITY OR HAVING THEIR AVAILABLE FUNDS SPENT IN OTHER AREAS OF THE STATE. TO ME, THIS IS NOT THE REGIONAL APPROACH.

AS ANOTHER EXAMPLE, THE STATE HIGHWAY DEPARTMENT IS PRESENTLY CONSIDERING THE RECONSTRUCTION OF HIGHWAY 212 FROM I-205 EASTERLY TO ROCK CREEK, AGAIN, WE SUPPORT THIS RECONSTRUCTION AS NEEDED. HOWEVER, IT WAS ASSIGNED A "GROUP 2" PRIORITY BY CRAG FOR THE METROPOLITAN AREA.

IF WE WERE GIVEN OUR CHOICE ON WHERE THE STATE HIGHWAY DEPARTMENT SHOULD HAVE PUT THEIR FUNDS; HIGHWAY 212, ESTACADA-EAGLE CREEK HIGHWAY, OR THE OREGON CITY BYPASS, WE WOULD, WITHOUT QUESTION, HAVE HAD TO SUPPORT REGIONAL PLANNING AND DESIGNATED THE OREGON CITY BYPASS AS THE PROJECT TO BE FUNDED.

WE HAVE HEARD THE ARGUMENT MANY TIMES THAT THE STATE HIGHWAY DEPARTMENT DOES NOT WISH TO ADD MILEAGE TO THEIR SYSTEM, AS ADDITIONAL MILEAGE MEANS ADDITIONAL MAINTENANCE EXPENDITURES. I FEEL CERTAIN THAT THE CITY OF OREGON CITY, ALONG WITH OUR COUNTY, COULD AGREE TO ASSUME THE JURISDICTION OF MOLALLA AVENUE, ONCE THE BYPASS IS CONSTRUCTED.

IN CLOSING, I WOULD URGE THAT YOU ASSUME YOUR RESPONSIBILITIES OF HIGHWAY TRANSPORTATION PLANNING AND FUNDING AND JOIN WITH US, THE CITY OF OREGON CITY AND THE ENTIRE PORTLAND METROPOLITAN AREA IN PROVIDING FUNDS FOR THIS GREATLY NEEDED FACILITY.

THANK YOU.

BEAVER CREEK CO-OPERATIVE TELEPHONE CO.
Route 1, Box 71A
BEAVERCREEK, OREGON 97004

RESOLUTION

February 16, 1972

THIS RESOLUTION, Made by the Directors of the Beaver Creek Cooperative Telephone Company at a Special Meeting held on the 16th day of February, 1972 at 7:30 o'clock PM, at the Company office located in Beavercreek, Oregon.

NOW THEREFORE BE IT RESOLVED, by the Beaver Creek Cooperative Telephone Company, upon unanimous approval of its Board of Directors, all of whom were present and voted, does hereby agree to support the Plan to develop the East Oregon City bypass.

Herbert E Steiner
Herbert Steiner, President

Robert Hoffman
Robbert Hoffman, Sec./Treas.

REDLAND WATER DISTRICT

15223 S. HENRICI ROAD
OREGON CITY, OREGON 97045

PHONE 656-7240

BOARD OF COMMISSIONERS

AL JOHNSON
CHAIRMAN

PAUL MURTHE
VICE CHAIRMAN

ROD WICKMAN
SECRETARY

MARVIN VAN ZEE
TREASURER

CHARLES THOMAS

ROBERT W. SWANSON
SUPERINTENDENT

February 16, 1972

Mr. Robert Hoy, President
Oregon Tri-City Chamber of Commerce
102 Ninth Street
Oregon City, Oregon

Gentlemen:

At our regular monthly Board meeting held on February 8, 1972 your proposal for the east Oregon City bypass was reviewed.

Because of the limited access to the Redland area through Oregon City and the traffic congestion associated with these limitations, the Board unanimously supports your proposal to the State Highway Dept. for construction of the bypass.

Very Truly Yours

REDLAND WATER DISTRICT
BOARD OF COMMISSIONERS

RW Swanson

R. W. Swanson
Superintendent

RWS:ve

CLAIRMONT WATER DISTRICT
15223 S. Henrici Road
OREGON CITY, OREGON 97045
656-7240

Board Of Commissioners
EDWARD C. McDONALD
PRESIDENT
WALTER HEFT
SECRETARY
HERMAN KRAFT
TREASURER
HOWARD HAMLIN
REDIN RUSSELL
ROBERT W. SWANSON
SUPERINTENDENT

February 16, 1972

Mr. Robert Hoy, President
Oregon Tri-City Chamber of Commerce
102 Ninth Street
Oregon City, Oregon

Gentlemen:

At the last regular meeting of the Board of Commissioners of the Clairmont Water District, your proposal for an east Oregon City bypass was reviewed and discussed.

Because of the limited access to the Clairmont area and based on the potential growth of the District the Board unanimously concurred with your proposal and wishes to go on record in support of your request to the State Highway Dept. for construction of the bypass.

Very Truly Yours

CLAIRMONT WATER DISTRICT
BOARD OF COMMISSIONERS

RW Swanson

R. W. Swanson
Superintendent

RWS:ve

OREGON CITY PUBLIC SCHOOLS
DISTRICT NO. 62, CLACKAMAS COUNTY
Administration Building
1417 Twelfth Street
OREGON CITY, OREGON 97045

Board of Education
Philip H. McLain, Chairman
Edward M. Gesley, D.M.D.
Lawrence W. Ward
Kenneth U. Hamer
Robert L. Geiser

Dr. Edwin Ditto
Superintendent-Clerk

Richard W. Anderson
Ass't. Superintendent—Instruction

February 14, 1972

Mr. Robert Hoy, President
Oregon Tri-City Chamber of Commerce
102 Ninth Street
Oregon City, Oregon 97045

Dear Mr. Hoy:

At a regular school board meeting held on February 8, the Oregon City School Board considered the proposed Oregon City bypass, Highway 213.

The School Board would like to go on record as in full support of this bypass, however, we strongly urge your Highway Committee, the City of Oregon City, Clackamas County Commissioners and the State Highway Department to consider building two overpasses over the highway that would serve as a connecting link between the City of Oregon City and the residential area toward Holly Lane. We feel that this is necessary in order to provide economical transportation to school attendance areas and to provide emergency service both to the schools and the residential area.

Sincerely yours,
OREGON CITY PUBLIC SCHOOLS

Edwin Ditto

Edwin Ditto
Superintendent

ed-tw

CC Clackamas County Commissioners
CC Mr. Alfred Simonson-City of Oregon City

April 14, 1972

The Honorable Allen Pynn
State Representative
949 - 7th Avenue
West Linn, Oregon 97068

Dear Allen:

In response to your letter of April 10, we have applied to the Federal Highway Administration for funding and approval to put a foot bridge across the I-205 bridge (West Linn to Oregon City). We are somewhat of the opinion that we will get approval but could not release such information at this time, as it might prejudice the Federal handling of the matter.

We are somewhat indecisive as to our estimate of cost for the Oregon City bypass inasmuch as our data is several years old. We are restudying this at the present time and as soon as I have anything to release, I will forward it to you.

Sincerely,

George H. Baldwin
Administrator of Highways

cc Tom Edwards
F. B. Klaboe
Gary L. Ross
R. B Sipprell
L. W. Rulien

TE:cg fn

HOME ADDRESS
ALLEN B. PYNN
949 7TH AVENUE
WEST LINN, OREGON 97068

CLACKAMAS COUNTY

COMMITTEES
MEMBER:
WAYS AND MEANS
ENVIRONMENT

HOUSE OF REPRESENTATIVES
SALEM, OREGON
97310

Edwards
draft

April 10, 1972

Mr. George Baldwin
Administrator of Highways
Highway Building
Salem, Oregon 97310

Dear George:

As you know, I am interested in two matters that are pending at one stage or another before the Highway Department and/or Commission, one being the footbridge across the I-205 bridge, and the other being the Oregon City bypass.

I would appreciate it very much if you would release any information on either one of these subjects to me as it becomes available, si that I may release it locally. I don't know what your policy is in these matters, but I am hopeful you can cooperate. Thank you.

Very truly yours,

Allen

Allen Pynn

AP:pr

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OFFICE OF
STATE HIGHWAY ENGINEER

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FORM E-30 (12-67)

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 5, 1972

To:

SUBJECT: Delegations appearing at April 4, 1972 Commission Meeting

MEMORANDUM TO THE FILE

A delegation from the Oregon City vicinity appeared on behalf of a proposal to construct a bypass easterly of Oregon City for the Cascade Highway.

Mr. Fred Stefani, Clackamas County Commissioner, stated that this bypass was a Group I priority facility in the CRAG study. He also stated that it was Clackamas County's number one project, and further, if the State were to construct it, the County and City would assume responsibility for the existing route.

Mr. Jackson advised the delegation that he also considered this a high-priority job and will instruct the staff to take another look at it. He emphasized, however, that he could make no promises. (Hunter: Please update aerial photography and make a new reconnaissance study.)

* * *

A delegation appeared requesting work between MP 20 and MP 36 on the Alsea Highway, stating that there are many areas in this section where the pavement is only 17+ feet wide which created undue hazard to the users of the highway.

Chairman Jackson advised the delegation that we would start putting in guardrail to protect the most hazardous sections this year; he used the figure of approximately $100,000 for this work. He also advised them that we would study the section with the idea in mind of widening those areas where the pavement is extremely narrow, using Maintenance forces. (Hunter: Please check out those sections under 18 feet wide and advise us how many, etc. Also work up a contract for placing guardrail in the most hazardous locations for about $100,000.)

* * *

A delegation representing the Columbia Gorge Commission requested that the State accentuate acquisition of vital properties in the Columbia River Gorge.

The delegation also asked that the State Highway Commission keep in close contact with their Commission for the good of all. Mr. Jackson appointed Mr. Baldwin to act as our representative in this liaison effort.

(Shaw: Please reevaluate their requests and report.)

* * *

A delegation appeared on behalf of the Fossil Community Club requesting that the last eight unpaved miles of the Service Creek-Mitchell Highway be improved.

Mr. Edwards advised the delegation that he would move in an extra-gang crew to do a part of the requested work this fall, and that he would also see if that part not adaptable to Maintenance operations could be added to an early construction program.
(Hunter: Please handle.)

The delegation also requested improvements to Highway 19 between Spray and a point approximately 5 miles north of Ochoco Junction.

Mr. Edwards advised them that there was very little relief possible for this section short of heavy construction work. He did state, however, that he would take another look at the section to see if there were any places that could be improved through the use of Maintenance forces. (Hunter: Please check this out and advise.)

* * *

A delegation from Baker County appeared to request that work on the Baker-Homestead Highway be accomplished at an early date: They were referring to two particular areas: 1) The Flagstaff Hill section on which they recommended that the State add a third lane under the upcoming overlay project, and 2) that the Middle Bridge-Love Bridge Section be placed on an early construction program.

In connection with the Middle Bridge-Love Bridge section, the delegation also requested that revisions be made in our located line to miss agricultural land.

Mr. Edwards advised them that we would definitely do this, but that we could not promise to put this section under contract in the near future. It will be considered when new programs are made up. (Hunter: Please check possibility and need of adding a passing lane on Flagstaff Hill and advise.)

* * *

A delegation from the Oregon Coast Association appeared to request that we give consideration to an education and policing program to diminish the number of drowning deaths occurring each year on Oregon's ocean beaches. Their study reveals that 25+ people drown in the ocean surf each year, and they believe the time has come for something to be done about it. They suggested that we 1) compile and print a safety manual for water sports; 2) revise our signing on the beaches to better cover the hazard of swimming in the ocean; 3) equip beach patrol personnel and park personnel with rescue devices such as surfboards, ropes, etc.; and 4) train and staff lifeguards at critical beach areas.

Mr. Jackson advised them that he was also very concerned with this problem and asked Mr. Lindas to research the legal implications of assuming this responsibility. (Shaw: Please examine the wording on beach signs in light of suggestions made.)

* * *

A delegation from the Oregon Travel Industry Conference appeared to give the Commission a report on their activities of attracting influential out-of-state business to Oregon during the past year.

F. B. Klaboe
Deputy State Highway Engineer

FBK:ia
cc George M. Baldwin
Tom Edwards
Floyd Query
E. S. Hunter
A. E. Johnson
L. P. Shaw
R. L. Schroeder
L. I. Lindas

006523

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FOR FILING

DATE March 28, 1972

TO Oregon State Highway Commission

FROM Tom Edwards
State Highway Engineer

SUBJECT Delegation
Relocation of Cascade Highway

A delegation will appear before the Highway Commission on April 4 to stress the need and their desire to relocate the Cascade Highway to the east of Oregon City. It is believed that the delegation will consist of representatives from the Chamber of Commerce, Oregon City, Clackamas County, and Clackamas Community College. Attached is a sketch map showing the overall situation.

As is usually the case, there are not sufficient funds in any of our programs to finance this worthwhile project without jeopardizing one or more projects already tentatively approved. However, if the Commission favors this request, consideration should be given to the abandonment of the existing Cascade Highway (ORE 212/213) between the north city limits of Oregon City and the new connection south of Oregon City near the Beaver Creek Road intersection.

The estimated cost of a bypass route will vary from $3 to $5 million, depending upon which one of the alternatives is adopted (shown in blue, yellow or red). To improve the old 82nd Avenue and other related streets connecting to highways in the Oregon City area would appear to cost in excess of $1 million--including the Abernethy Creek structure which has been a matter of long-standing concern to the City, County, and State.

(more)

For your information as a matter of record of previous discussions and correspondence, the portion lying outside the city (Park Place to North City Limits shown in purple) will be transferred to Clackamas County by prior agreement, but the portion of ORE 212/213 from the north city limits to Beaver Creek Junction (shown in brown) should be abandoned to the City and/or County if a new route is approved. This will prevent State ownership in parallel routes serving basically the same area.

DNH:mm ia

bc Floyd Query
George M. Baldwin
F. B. Klaboe
A. E. Johnson
E. S. Hunter
R. L. Schroeder
R. E. Royer
Victor D. Wolfe
Gary L. Sund
L. E. George
L. H. Young
F. D. Morgan
F. L. Hall
V. E. Skoog
L. W. Rulien
H. S. Cox
Gary Ross

FORM E-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE

SALEM, OREGON
March 27, 1972

To: Mr. F. B. Klaboe
Deputy State Highway Engineer

BUILDING

SUBJECT: Clackamas County Delegation
April 4 Commission meeting
Park Place-Beaver Creek Junction
Oregon City Bypass
Cascade Highway

Per letter of March 20 to R. L. Schroeder regarding the Oregon City Bypass matter, and your reply requesting a rough draft and maps for the Highway Commission meeting of April 4, attached is data to aid in their decision.

It is not known by this office what State's intent is for any commitment of reconstruction on the existing facility of the Cascade Highway, other than the 14th Avenue Railroad U'Xing work being handled by the Maintenance Section.

You are aware, of course, that the matter of the Abernethy Creek structure is one of long-standing concern and importance to the City, County, and State, and was estimated to cost in excess of approximately $250,000, by studies of 1970.

If a bypass is in the offing, it seems the State may desire to express their idea of the bypass eliminating the need of Oregon 212/213 between the north city limits and the new connection on the south end near Beaver Creek Road. The actual routing and all is subject to hearings, design, available monies, etc.

H. S. Cox
County and City Engineer

By

D. N. Harwell

D. N. Harwell
Assistant Engineer

DNH:ljt

Att.

SP*52479-734

Insert:

As is usually the case, there are not sufficient funds in any of our programs to finance this worthwhile project without ~~removing~~ jeopardizing one or more projects already tentatively approved.

(13)

FORM E-30 (REV. 10-69)

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1972

SUBJECT: Clackamas County Delegation
Park Place-Beaver Creek Junction
Oregon City By-pass
Cascade Highway

To: Mr. R. L. Schroeder ✓
Assistant State Highway Engineer

BUILDING

A delegation is to appear before the Highway Commission on April 4 to stress the need and their desire to relocate the Cascade Highway to the east of Oregon City.

The delegation will consist of representatives of the Chamber of Commerce, Oregon City, Clackamas County, and Clackamas Community College.

The decision as to State's position on this matter, of course, rests with the Highway Commission. May we suggest, however, that if the Commission's comment is favorable, the abandonment of old alignment of North Washington Street (82nd Avenue) within Oregon City should be considered as a part of the deal.

The portion outside the city (Park Place to North City Limits) will be transferred to Clackamas County by prior agreement, but that portion of state highway (82nd Avenue) between the north city limits and 14th Street in Oregon City, and including the section of ORE 213 to Beaver Creek Junction, should be abandoned to the City and/or County in order to avoid State ownership in four parallel routes.

The estimated cost of the by-pass is most likely between $3 and $5 million; to improve old 82nd Avenue and other related streets connecting to highways in the Oregon City vicinity would appear to be somewhat in excess of $1 million, including the Abernethy Creek structure which has been a matter of long standing concern to City, County, and State.

This is brought to your attention only as a matter of record of past discussions and correspondence.

H. S. Cox
County and City Engineer

By

D. N. Harwell

D. N. Harwell
Assistant Engineer

RECEIVED
MAR 20 1972
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. SCHROEDER

[illegible]
prepare 2d
with better
map of alternates

DNH:mm
Att: Map

SP*52475-734

cc: Kleboe - Rulien

006524

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DOCUMENT
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[illegible]

FOR FILING

DATE March 2, 1972

TO Oregon State Highway Commission

FROM
Tom Edwards
State Highway Engineer

SUBJECT Delegation from Oregon City

A delegation from Oregon City will appear before you at the April 4 meeting to present information concerning an east Oregon City bypass.

We have made reconnaissance studies of alternate possibilities in this area. Enclosed is a small scale map showing the alternates and the estimated cost of each. Alternate 1 is not a bypass as are Alternates 2 and 3.

A bypass of Oregon City undoubtedly would be of considerable benefit to the community by removing 6,000-7,000 vehicles from the core area. However, the cost ($3 million plus) is out of our reach unless you want to substitute this project for some other approved project or projects.

It is my recommendation that you advise the delegation that, while the proposal is worthwhile, we do not have funds at this time to commit to this proposal.

Att.

FBK:ia

bc Floyd Query
George M. Baldwin
F. B. Klaboe
E. S. Hunter
A. E. Johnson
Gary Ross
Gary Sund

RECEIVED
OCT 11 1971
FORM 2-90 (12-67)
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 29, 1970

SUBJECT:

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

Updated Reconnaissance Estimates
Cascade Highway Rerouting
Oregon City Vicinity
Clackamas County

Following are up-to-date estimates (in $1,000 units) on a two-lane basis for several rerouting possibilities of the Cascade Highway around Oregon City. For costs reflecting four lanes, the grading, paving, and structure costs for each alternate can be increased about 60 percent. The right-of-way costs are based upon an ultimate four-lane facility in each case. A map is attached depicting the routes and their respective traffic assignments.

	Alternate 1	Alternate 2	Alternate 3
Const. Length, mi.	1.6	3.6	3.9
Grade and Pave	$ 1,400	$ 2,000	$ 1,600
Structure(s)	800	200	- -
Right of Way	1,600	300	800
Estimated Cost	$ 3,800	$ 2,500	$ 2,400

It is pointed out that the estimate for Alternate 1 covers only that segment from US 99E at 14th Street to the Cascade Highway at Hilda Street. It is assumed that the segment of the Cascade Highway from Hilda Street to Beaver Creek Road is adequate (this segment is currently a 44-foot street section). From Beaver Creek Road south to the common terminus in the vicinity of the apparent site for the Clackamas Community College, it will cost in the neighborhood of $200,000 to improve the facility to 12-foot lanes with 10-foot shoulders (two lanes)--this would increase the Alternate 1 estimate to $4,000,000.

It is noted that both Alternates 2 and 3--as opposed to Alternate 1--would tie into the proposed Park Place interchange on I-205 thus affording virtually a complete bypass of the Oregon City core area; this would be difficult to achieve on Alternate 1. For all practical purposes, it appears that if rerouting of the Cascade Highway to bypass Oregon City becomes inevitable, either Alternates 2 or 3 should be considered; this conclusion is based primarily upon the location of the Clackamas Community College.

For your information I have appended to this report a copy of an article from the Oregonian (February 26, 1968) on the Clackamas Community College and a sheet outlining the anticipated enrollments to 1980.

ORIGINAL SIGNED BY
W. H. Tebeau
W. H. Tebeau
Preliminary Studies Engineer

Attach.

WHT:ia

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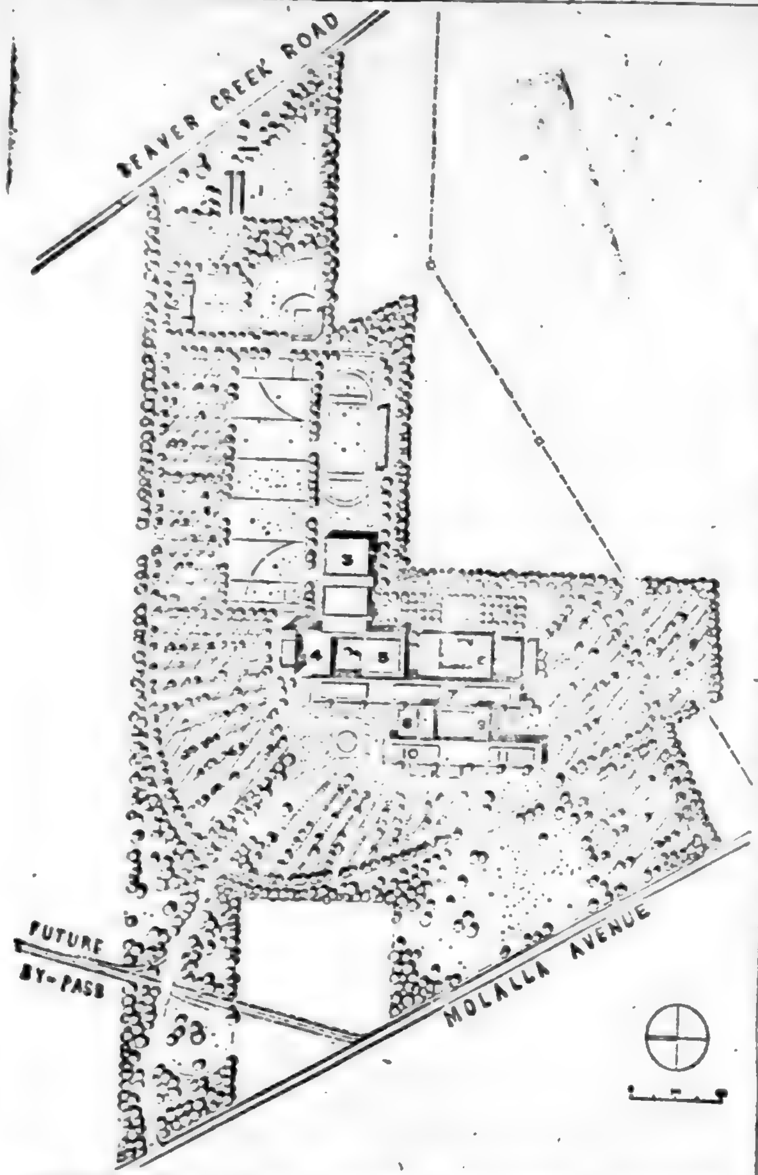
CLACKAMAS COMMUNITY COLLEGE

YEAR	HEAD COUNT[1]	FULL TIME ENROLLMENT
69-70	2800-2900	900-1000
70-71	3500	1700
71-72	4000-4500	2300
72-73	5000	2800-2900
80	11,000	6500-7000

FIGURES QUOTED BY COLLEGE ON 5-28-70. THE 1980 FIGURES ARE ASSUMED TO BE SATURATION OF THIS CAMPUS.

[1] Includes night classes & part time students.

5-28-70



TENTATIVE SITE use plans for Clackamas Community College have been prepared by the college's architect, Phillip R. Balsiger & Associates, for the proposed campus. Eventual facilities would include, horticultural area (1), interim classroom-service buildings (2), physical education (3), fine and performing arts (4), college union (5), vocational-technical (6), science and mathematics (7), administration (8), library (9), social science (10) and language and arts (11). Diagonal lines indicate parking areas. An anticipated Oregon City bypass route would cut through southern part of site.

Clackamas County College Planners Prepare Tentative Blueprints For Site

By PHIL COGSWELL
Staff Writer, The Oregonian

OREGON CITY (Special) — A tentative plan on how Clackamas Community College would use its proposed site southeast of Oregon City has been prepared by the college's architects.

Purchase of the site and construction of the college's first permanent buildings depend on the fate of a $5 million bond issue which goes before district voters at a March 19 budget election.

College President Roy Mikalson said that if it passes, the bond issue, combined with state matching funds for which the college would then be eligible, would finance construction of about 245,000 square feet of buildings. This space would be sufficient for a full-time enrollment of 1,750 students, Mikalson said.

Exact building priorities have not been determined and will depend on approval of a 10-year plan by the State Department of Education if the bond issue passes, according to Mikalson.

He said the first buildings would probably include a physical education facility, vocational-technical areas, a library, a language and arts classrooms which also could be used for social science instruction, and science and mathematics facilities.

Additional buildings would be constructed as more funds become available.

The college is using temporary buildings on county property near the proposed site in addition to conducting night courses in area schools.

College officials have indicated that no determination has been made whether the temporary buildings would be moved to the permanent site if voters approve the bonds.

The proposed site would provide a 138-acre campus between Molalla Avenue and Beaver Creek Roads, about one-half mile southeast of Oregon City.

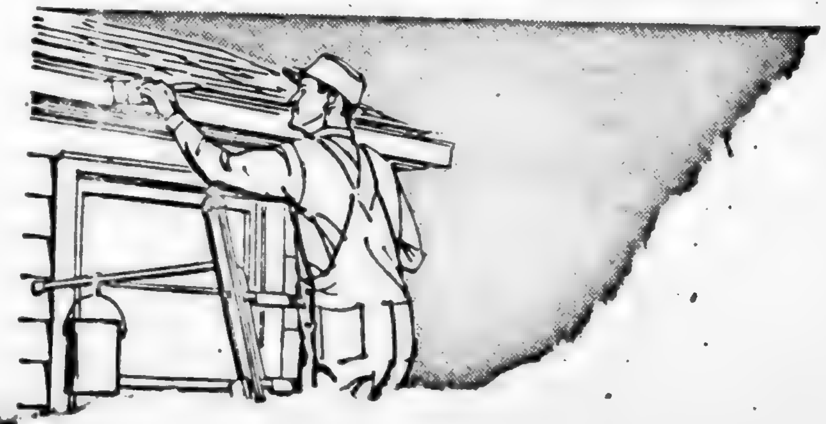
400 Support Teacher Firing

EUGENE (AP) — More than 400 persons signed their names to a full-page tisement that appeared Eugene Register-Guar day, supporting the School Board's actio missing school teach Kunkle.

Among the ne those of State F Montgomery of his wife.

COMMISSIONER FILES

KLAMATH FALLS (Special — Don Kenyon, 53, a Republican, has filed for reelection to the Klamath County Board of Commissioners. Kenyon, first elected in 1964, is so far unopposed on the republican ballot.



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1983 SE 50th Ave.-SE 82nd Ave. 9593
Sec. of Mt. Hood Hwy. (SE Powell Blvd)
(Grad,Pav,Sign,Illum,Sig, & Lndscp)

See: #9345 - 82nd - 92nd Sec.
See: CON 21-10-1 - 50th - 92nd Ave. Sec.

C&A 7219 4-19-82
7-25-84

9545

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TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NUMBER 2-52 PROJECT REPORT NUMBER MODIFICATION NUMBER 2	U.S. Department of Transportation **Federal Highway Administration** **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 2-14-89	Form Approved; O M B No. 04-R2089 State: Oregon County: Multnomah Project Number: IX-24(33)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 5, 19 83, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 3,780,000.00	$ 3,544,119.00
Federal funds	$ 3,212,998.00	$ 3,012,500.00
Other revisions		

This modification is made for the following reasons: To deobligate Appn Code 580 funds for use on other projects.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 14TH day of FEB, 19 '89.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Joseph R. Speight for
MANAGER, PROGRAM SECTION
(Title)

XXX FOR: DONALD E. FORBES, P.E.
STATE HIGHWAY ENGINEER
(Title)

By ____________________
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ____________________
(Division Administrator)
FOR: DALE E. WILKEN

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon February 8, 1989

Federal-aid Project No. IX-24(33)

S.E. 50th Ave.-S.E. 82nd Ave. (Portland)
Mt. Hood Highway (S.E. Powell Blvd.)
Multnomah County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (Sta. 209+70 to Sta. 293+49)

Subtotal from previous estimate of October 9, 1984	$ 2,664,245.83
Decrease in Construction Costs	(235,880.83)
Subtotal	$ 2,428,365.00
Engineering	341,421.00
Total	$ 2,769,786.00

Type Code Y030
Illumination

Total from previous estimate of October 9, 1984	$ 201,606.00

Traffic Signals (7 Locations)

Total from previous estimate of October 9, 1984	$ 283,725.00

Type Code Y003
Landscaping

Total from previous estimate of October 9, 1984	$ 289,002.00

Length of Project (Overall)	4.072 mi.
Length of Roadway Work	1.587 mi.
Cost of Roadway Per Mile	$ 1,745,296.79

SUMMARY OF FUNDS (85%)

Description	Total Cost	Federal Funds	State Funds	City Funds
Roadway	$2,769,786.00	$2,354,318.00	$ 166,187.00	$249,281.00
Illumination	201,606.00	171,365.00	12,097.00	18,144.00
Traf. Signals	283,725.00	241,166.00	17,024.00	25,535.00
Landscaping	289,002.00	245,651.00	17,340.00	26,011.00
Total	$3,544,119.00	$3,012,500.00	$ 212,648.00	$318,971.00

Sub. Job 010: 0%; Sub. Job 011: 97%; Sub. Job 080 = 0%; Sub. Job 081 = 3%
Contract No. 9593 Appn Code 580
Prefix: C026-1998 (P.E.)
C026-1028
DCN:bkw

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STATE COPY

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TO BE COMPLETED BY FHWA	U.S. Department of Transportation Federal Highway Administration	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 10-154	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	State Oregon
PROJECT REPORT NUMBER		County Multnomah
MODIFICATION NUMBER 1	10-11-84	Project Number IX-24(33)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 17, 19 83, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 3,735,592.00	$ 3,780,000.00
Federal funds	$ 3,175,253.00	$ 3,212,998.00
Other revisions		

This modification is made for the following reasons: to include increased construction and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 16th day of October, 1984.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

for Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON OCTOBER 9, 1984

FEDERAL AID PROJECT NO. IX-24(33)

SE 50TH AVE.-SE 82ND AVE. (PORTLAND)
MT. HOOD HIGHWAY (SE POWELL BLVD.)
MULTNOMAH COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE 1000
ROADWAY (STA. 209+70 to STA. 293+49)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Trench Excavation	$ 6.10	4,720	$28,792.00	6,000	$36,600.00
Furnishing and Placing Topsoil	9.00	4,300	38,700.00	5,070	45,630.00
Class B Asphalt Concrete Mixture	16.80	13,100	220,080.00	15,700	263,760.00
Asphalt Cement in Mixture	163.50	850	138,975.00	930	152,055.00
Aluminum Signs (PA #9)	65.00	---	---	20	1,300.00
Reinstall Existing Signs (PA #9)	16.30	---	---	94	1,532.20
Concrete Inlets, Type G-1 (PA #10)	395.00	---	---	10	3,950.00
Move Signs (PA #1)	1,947.00	---	---	All Required	1,947.00
Bureau of Water Works (SFO #1)	---	---	---	---	189,845.73
Bureau of Water Works, Meters (SFO #2)	---	---	---	---	13,066.00
Bus Passenger Shelters (SFO #9)	---	---	---	---	26,436.00
		Subtotals	$ 426,547.00		$736,121.93

Increase	$ 309,574.93
Subtotal from Estimate of March 1, 1983	2,354,670.90
Subtotal	$ 2,664,245.83
Engineering	341,421.17
Total	$ 3,005,667.00

Type Code Y030
Illumination

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Street Light Removal (SFO #7)	---	---	---	---	$ 2,000.00
Illumination Pole & Luminaire (PA #12)	$ 3,710.00	---	---	---	3,710.00
				Subtotal	$ 5,710.00

Increase	$ 5,710.00
Subtotal from Estimate of March 1, 1983	169,600.00
Subtotal	$ 175,310.00
Engineering	26,296.00
Total	$ 201,606.00

Traffic Signals (7 Locations)

Total as on estimate of March 1, 1983	$ 283,725.00

Type Code Y003
Landscaping

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Install Root Protectors (SFO #8)	---	---	---	---	$ 14,000.00
				Subtotal	$ 14,000.00

Increase	$ 14,000.00
Subtotal from estimate of March 1, 1983	237,306.10
Subtotal	$ 251,306.10
Engineering	37,695.90
Total	$ 289,002.00

Length of Project (Overall)	4.072 mi.
Length of Roadway Work	1.587 mi.
Cost of Roadway Per Mile	$1,893,930.06

SUMMARY OF FUNDS (85%)

Description	Total Cost	Federal Funds	State Funds	City Funds
Roadway	$ 3,005,667.00	$ 2,554,816.00	$ 180,340.00	$ 270,511.00
Illumination	201,606.00	171,365.00	12,097.00	18,144.00
Traffic Signals	283,725.00	241,166.00	17,024.00	25,535.00
Landscaping	289,002.00	245,651.00	17,340.00	26,011.00
Total	$ 3,780,000.00	$ 3,212,998.00	$ 226,801.00	$ 340,201.00

Group 1 - 97%; Group 8 - 3%
Contract No. 9593
Prefix: 26-1998 (P.E.)
Prefix: 26-1028
WH:bkb

STATE COPY OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 3-1	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State Oregon County Multnomah Project No. IX-24(33)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

S.E. 50th Ave.-S.E. 82nd Ave. (Portland)

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	1-5-83	4.07
OTHER *(Specify)*		

FUNDS PRO RATA 85%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 3,735,592	$ 3,175,253

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)
By D E
Acting Program Section Manager
(Title)
XXX For: H.S. Coulter, P.E.
State Highway Engineer
(Title)
By
(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
By
(Division Administrator)
For: Dale E. Wilken
Date executed by Division Administrator MAR 17 1983

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon March 1, 1983

Federal-Aid Project
No. IX-24(33)

S.E. 50th Ave.-S.E. 82nd Ave. (Portland) Sec.
Mt. Hood Highway (S.E. Powell Blvd.)
Multnomah County

PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (Sta. 209+70 to Sta. 293+49)

Mobilization	(90 %)	All Required	$ 90,032.40
Temporary Protection and Direction of Traffic		All Required	14,675.00
Temporary Signs	1,333 Sq. Ft.	9.00	11,997.00
Temporary Barricades	115 Each	70.00	8,050.00
Temporary Plastic Safety Markers	55 Each	46.00	2,530.00
Temporary Reflective Pavement Markers	750 Each	3.50	2,625.00
Flagmen	2,000 Hour	19.00	38,000.00
Clearing and Grubbing		All Required	2,438.00
Removal of Structures and Obstructions		All Required	99,480.00
Extra for Removal of Concrete Pavement		All Required	10,000.00
General Excavation	50,000 Cu. Yd.	2.92	146,000.00
Trench Excavation	4,720 Cu. Yd.	6.10	28,792.00
Special Backfill Material	1,340 Cu. Yd.	14.30	19,162.00
Finishing Roadbed and Slopes		All Required	43,940.00
Furnishing and Placing Topsoil	4,300 Cu. Yd.	9.00	38,700.00
Treated Base Mixture	43,600 Ton	8.25	359,700.00
Cement in Treated Base Mixture	2,400 Ton	65.00	156,000.00
Class "B" Asphalt Concret Mixture	13,100 Ton	16.80	220,080.00
Asphalt Cement in Mixture	850 Ton	163.50	138,975.00
8-inch Sewer Pipe	7,710 Lin. Ft.	4.00	30,840.00
10-inch Sewer Pipe	280 Lin. Ft.	12.15	3,402.00
12-inch Sewer Pipe	124 Lin. Ft.	17.00	2,108.00
15-inch Sewer Pipe	570 Lin. Ft.	15.00	8,550.00
8-inch Culvert Pipe	5,088 Lin. Ft.	3.00	15,264.00
Concrete Manholes	11 Each	1,985.00	21,835.00
Concrete Inlets, Type P	44 Each	250.00	11,000.00
Concrete Inlets, Type G-2	31 Each	300.00	9,300.00
Concrete Inlets, Type CG-1	78 Each	300.00	23,400.00
Concrete Inlets, Type CG-2	13 Each	350.00	4,550.00
Concrete Walks	15,350 Sq. Yd.	8.75	134,312.50
Concrete Driveways	5,870 Sq. Yd.	11.70	68,679.00

Concrete Curbs, Type B-1	400 Lin. Ft.	5.00	2,000.00
Concrete Curbs, Type C	35,550 Lin. Ft.	2.80	99,540.00
Extra for Asphalt Approaches	80 Each	165.00	13,200.00
Adjusting Manholes	70 Each	220.00	15,400.00
Concrete Water Main Protection	2,940 Sq. Yd.	30.00	88,200.00
Wall Excavation	1,090 Cu. Yd.	8.30	9,047.00
8-inch Concrete Block Walls	24,120 Sq. Ft.	6.15	148,338.00
Block Wall Footings	10,900 Sq. Ft.	3.25	35,425.00
Removal of Existing Sign Installations		All Required	7,597.00
Sign Support Footings		All Required	8,600.00
Pipe Sign Posts		All Required	9,000.00
Type "C" and "D" Signs in Place	269 Sq. Ft.	8.00	2,152.00
Type "EE" Signs in Place	389 Sq. Ft.	9.00	3,501.00
Type "H" Signs in Place	180 Sq. Ft.	7.50	1,350.00
Type "T" Signs in Place	126 Sq. Ft.	12.00	1,512.00
Type "U" Signs in Place	221 Sq. Ft.	22.00	4,862.00
Type "X" Signs in Place	90 Sq. Ft.	7.00	630.00
			$ 2,214,770.90

Anticipated Items

Permanent Pavement Striping	All Required	$ 15,000.00
Temporary Pavement Striping	All Required	13,500.00
Asphalt Cement Adjustment	All Required	25,000.00
On-the-job Trainees ($0.80 X 3,000 hrs.)	All Required	2,400.00
Signal Maintenance (During Contract Period)	All Required	7,000.00
Signal Adjustments for Stage Construction	All Required	70,000.00
Street Light Removal	All Required	7,000.00
		$ 139,900.00
	Subtotal	$ 2,354,670.90
	Engineering	294,333.86
	Total	$ 2,649,004.76

Type Code Y030
Illumination

Pole Foundations	All Required	$ 19,450.00
Roadway Lighting Poles and Arms	All Required	59,640.00
Luminaires and Ballasts	All Required	15,760.00
Switching, Conduit, Wiring, Lamps, Etc.	All Required	74,750.00
	Subtotal	$ 169,600.00
	Engineering	21,200.00
	Total	$ 190,800.00

Traffic Signals (7 Locations)

Traffic Signal Installation, Complete		All Required	$ 238,400.00
			$ 238,400.00

Anticipated Items

Signal Control Testing		All Required	$ 10,800.00
State Furnished Controller Software		All Required	3,000.00
			$ 13,800.00
		Subtotal	$ 252,200.00
		Engineering	31,525.00
		Total	$ 283,725.00

Type Code Y003
Landscaping

Mobilization	(10 %)	All Required	$ 10,003.60
Roadside Seeding and Mulching	1 Acre	1,100.00	1,100.00
Furnishing and Planting Street Trees	318 Each	150.00	47,700.00
Furnishing and Planting Trees	21 Each	20.00	420.00
Furnishing and Planting Shrubs	400 Each	8.00	3,200.00
Furnishing and Planting Groundcover	105,000 Each	.75	78,750.00
Furnishing and Planting Vines	229 Each	2.50	572.50
Bark Mulch	200 Unit	95.00	19,000.00
Soil Conditioner	1,460 Cu. Yd.	13.50	19,710.00
Irrigation System		All Required	55,000.00
			$ 235,456.10

Anticipated Items

Water During Landscape Establishment		All Required	$ 1,850.00
			$ 1,850.00
		Subtotal	$ 237,306.10
		Engineering	29,662.90
		Total	$ 266,969.00

Length of Project (Overall)----------- 4.072 mi.
Length of Roadway work --------------- 1.587 mi.

Cost of Roadway Per Mile -------------$1,669,190.30

Work Retained in Program Status
(not included in totals below)

Powell Valley Water District (Meters)	All Required	$ 550.00
Bureau of Water Works (Meters)	All Required	11,200.00
Extending Sewer Connections	All Required	5,000.00
Bureau of Water Works	All Required	250,000.00
Bus Passenger Shelters	All Required	25,000.00
Building Foundation Removal	All Required	15,000.00
	Subtotal	$ 306,750.00
	Engineering	38,343.00
	Total	$ 345,093.00

SUMMARY OF FUNDS (85%)

Description	Total Cost	Federal Funds	State Funds	City Funds
Roadway	$ 2,649,005	$ 2,251,654	$ 158,940	$ 238,411
Illumination	190,800	162,180	11,448	17,172
Traffic Signals	283,725	242,166	17,024	25,535
Landscaping	266,969	226,924	16,018	24,027
Subtotal	$ 3,390,499	$ 2,881,924	$ 203,430	$ 305,145
Reserve	345,093	293,329	20,706	31,058
Total	$ 3,735,592	$ 3,175,253	$ 224,136	$ 336,203

Group 1 97%; Group 8 3%
Contract No. 9593
Prefix: 26-1998 (P.E.)
Prefix: 26-1028

jc cc: OSHD (L. W. Rulien)

STATE COPY

US Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	REPORT NO. 5	COUNTY Multnomah	DIVISION Oregon
DATE OF REPORT 2/6/86 7	REPORT MADE BY Larry Heil, Assistant Area Engineer		PROJECT NO. Oregon
COMPLETION DATE (Actual) 9/15/84	ACCEPTANCE DATE BY CONRTACT AGENCY August 5, 1986	TIME ELAPSED 100 %	CONTRACT TIME IX-24(33)

LOCATION

SEE BELOW

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)

A copy of the State's materials certificate is attached to the Division office copy of this report.

There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

S. E. 50TH AVENUE - S. E. 82ND AVENUE
MT. HOOD HIGHWAY (POWELL BLVD.)
Grading, Paving, Signing, Illumination & Landscaping

This project provided for the complete reconstruction of the subject section providing 4 - 12 foot traffic lanes with sidewalks on both sides and intermediate park and ride lots with bus turn-outs on the south side.

The contract work was awarded to Cascade Construction Company on February 2, 1983. Work started March 1, 1983 and was completed September 9, 1984. A 124 calendar day time extension was granted due to right-of-way delays, extra work performed and unpredictable weather conditions. This eliminated liquidated damages under this contract. A final cost of approximately $3,591,700 is 4% under the original authorization. There were no claims.

All physical construction and materials incorporated into this project are considered to be in substantial conformance with the plans and specifications. The contracted work has been satisfactorily completed and acceptance is recommended.

- WHK -

NOTED
V E. SCHWART

RECEIVED
STATE HWY ENGR
FEB 24 '87
REFER TO
Construction
FOR
Info Invest R/D D R Sign Act File

ACCEPTANCE OF PROJECT IS RECOMMENDED	ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION
SIGNATURE Larry Heil	SIGNATURE
TITLE Assistant Area Engineer	TITLE District Engineer A
DATE 2-20-87	DATE 2/20/87

FORM FHWA 1446B
(Rev. 2-84)

PREVIOUS EDITIONS MAY BE USED.

October 6, 1986

CON 5 - 9593

The Travelers Indemnity Company
Surety Department
111 SW Fifth #1600
Portland, OR 97204

On August 8, 1986, we wrote to you concerning release of final payment on Contract No. 9593 awarded to Cascade Construction Company, Inc. for work on the S.E. 50th Ave.-S.E. 82nd Ave. (Portland) Section of the Mt. Hood Highway (SE Powell Blvd.) in Multnomah County.

The total contract amount is $2,826,543.03 including $43,720.30 for work performed under force account.

George Bell
Assistant Director

slp
cc: Cascade Construction Company, Inc.
P. O. Box 4267
Portland, OR 97208

Don Reger and Company
520 SW Stark Street
Portland, OR 97204

bc: C. O. Fredrickson
Walt Hart
Rick Kuehn

jc

U. S. DEPARTMENT OF TRANSPOR TION
FEDERAL HIGHWAY ADMINIST. ATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71109

6. TO

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

RECEIVED
STAT. HWY ENGR
DEC 13 '85
REFER TO
Potter
FOR

7. DATE AUTHORIZATION EFFECTIVE July 1, 1984

8. FEDERAL ROUTE NUMBER Primary 24

9. STATE ROUTE NUMBER Primary 26

10. GENERAL LOCATION:

S. E. 50th Avenue - S. E. 82nd Ave.

11. GENERAL DESCRIPTION OF WORK

Reset County Survey Markers

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 7-1-84 as requested in Mr. Fredrickson's letter of 3-21-85 as being cost effective for the use of Multnomah County forces to proceed with the above work.

State Force Order No. 15 is approved to a TEC of $1,966.20; Federal Funds $1,671.00.

14. DATE 12/12/85

15. SIGNATURE OF APPROVING OFFICIAL G. K.

16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

jc

N

U. S. DEPARTMENT OF TRANSPORT ON
FEDERAL HIGHWAY ADMINIST. ION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-24(33)
2. STATE PROJECT NO.: See Below
2A. COUNTY NAME: Multnomah
3. FROM:

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:
5. ITEM NO.: 71109
6. TO:

10-29-85

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

RECEIVED
STAT HWY ENGR
OCT 31 '85
REFER TO Potter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

7. DATE AUTHORIZATION EFFECTIVE: August 30, 1983
8. FEDERAL ROUTE NUMBER: Primary 24
9. STATE ROUTE NUMBER: Primary 26

10. GENERAL LOCATION:

S. E. 50th Ave. - S. E. 82nd Ave.

11. GENERAL DESCRIPTION OF WORK

Place galvanized sheeting to protect water mains from intrusion of tree roots.

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 8-30-83 as requested in Mr. Fredrickson's letter of 10-22-85 as being cost effective for the use of Portland Water Bureau for the above work. State Force Order No. 8 Supplemental is approved to a TEC of $19,632.18; Federal Funds $16,687.35.

(Increase TEC $5,632.18 - F.F. $4,787.35)

14. DATE: 10/29/85
15. SIGNATURE OF APPROVING OFFICIAL: Christianson
16. TITLE: For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

jc

U. S. DEPARTMENT OF TRANSPORT ON
FEDERAL HIGHWAY ADMINIST ION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71109

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

RECEIVED
STATE HWY ENGR
OCT 31 '85
REFER TO Potter
FOR
Info | Imes | R/D | D/R | Sign | Act | File

7. DATE AUTHORIZATION EFFECTIVE June 25, 1984

8. FEDERAL ROUTE NUMBER Primary 24

9. STATE ROUTE NUMBER Primary 26

10. GENERAL LOCATION:
S. E. 50th Avenue - S. E. 82nd Ave.

11. GENERAL DESCRIPTION OF WORK
Crosswalk marking

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 6-25-84 as requested in Mr. Fredrickson's letter of 10-22-85 as being cost effective for the use of City forces to proceed with the above work. State Force Order No. 13 Supplemental is approved to a TEC of $4,300; Federal Funds $3,655.

(Increase TEC $2,500 - F.F. $2,125)

14. DATE 10/29/85

15. SIGNATURE OF APPROVING OFFICIAL DJ Christianson

16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9593

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

	SECTION S.E. 50th Avenue — S.E. 82nd Avenue	WEEK ENDING October 18, 1985
		SECTION PREFIX C09593
	HIGHWAY Mt. Hood (Powell Blvd.)	COUNTY Multnomah
NAME OF JOB S.E. 50th Ave — S.E. 82nd Ave	KIND OF WORK Grade, Pave, Sign, Illuminate, Landscape	
CONTRACTOR Cascade Construction Company	CONTRACT NUMBER 9593	FEDERAL AID PROJECT NUMBER IX-24(33)
DATE OF CONTRACT February 2, 1983	DATE WORK STARTED March 1, 1983	ESTIMATED COMPLETION DATE
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS SPECIFIED CALENDAR DAYS	WORK DAYS USED CALENDAR DAYS USED
PROJECT AUTHORIZATION: $3,735,592.88	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED
EXCLUSIVE OF ENGINEERING: $3,469,950.72	ENGINEERING AUTHORIZATION $265,642.16	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $3,404,793.70	ENGINEERING COST TO DATE $538,300.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION
ESTIMATED PERCENT: OVERRUN UNDERRUN 6 %	PERCENT OF AUTHORIZATION 203 %	DATE PROJECT WAS COMPLETED: September 15, 1984

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD	Signals	
100	100	100	100	100		100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 13		0		
MONDAY 14		0		
TUESDAY 15		0		
WEDNESDAY 16		0		
THURSDAY 17		0		
FRIDAY 18		0		
SATURDAY 12		0		

CE E CAE ..... RECEIVED LS...... TC......
COE.... OM.... SA......CC......
OE .... OCT 22 1985 FE...... CP......
CA .... POC
CAM .... CONSTRUCTION QCS..............
EEO.............. SECTION FILE.......

CONTR. NO: 9593

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

13 **SUNDAY**	No activity October 12 through October 18, 1985.
14 **MONDAY**	
15 **TUESDAY**	
16 **WEDNESDAY**	
17 **THURSDAY**	
18 **FRIDAY**	
19 **SATURDAY**	

REMARKS

The 3rd notification has not yet gone in. The semi-final has been submitted.

This will be the last weekly report.

SIGNED ______ LOCATION Portland

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP-F216

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division
Salem, Oregon

4. PROGRAM NO.

5. ITEM NO. 71109

6. TO

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
3-14-85	Primary 24	Primary 26

10. GENERAL LOCATION:

SE 50th Avenue - SE 82nd Avenue (Portland) Section

11. GENERAL DESCRIPTION OF WORK

Revised costs

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ xx OTHER *(Specify)* See below

13. REMARKS

As requested by Mr. Fredrickson's letter of 4-11-85, the revised cost for Force Order No. 7 to a TEC of $3,534 - Federal funds $3,004.

(Increase TEC $1,534 - Federal funds $1,304)

The above approval is contingent upon modificatio of project agreement if additional funds are required.

RECEIVED
STATE HWY ENGR
APR 26 '85
REFER TO Potter
FOR
Info Inve R/D D/R Sig Act File

14. DATE 4/24/85

15. SIGNATURE OF APPROVING OFFICIAL Christianson

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-78) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

April 1, 1985

In Reply Refer to File No.: CON 5

Cascade Construction Co., Inc.
P. O. Box 4267
Portland, OR 97208

Re: Time Extension Request
SE 50th - SE 82nd Ave.
Contract No. 9593

Your request for additional contract time in which to complete the above project has been carefully reviewed.

A contract time adjustment of an additional 124 calendar workdays is granted due to utility relocation delays, right of way delays, extra work performed, and reasonably unpredictable weather conditions.

The adjusted contract time of completion for this project is 474 calendar workdays. This will eliminate all liquidated damages under this contract.

W. E. Schwartz, P.E.
Ass't. State Highway Engineer
for Operations

bc: C. O. Fredrickson
Al Harwood w/att.
Chuck Lobaugh w/att.
FHWA w/att.
Bruce Walton - NOTE: Participating = 98 CWD. N-P = 26 CWD

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division
1-7-85

4. PROGRAM NO.

5. ITEM NO. 71109

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1/3/85

8. FEDERAL ROUTE NUMBER Primary 24

9. STATE ROUTE NUMBER Primary 26

10. GENERAL LOCATION:

SE 50th - SE 82nd Avenue (Portland) Section

11. GENERAL DESCRIPTION OF WORK

Program Change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Program Change

13. REMARKS

As requested by Mr. Potter's letter of 12/18/84 the program change is approved as follows:

1. Extend the westerly limits of the project to the Ross Island Bridge from SE 50th.
2. Extend the easterly limits of the project to SE 92nd Avenue from SE 82nd Avenue.
3. The extensions of the project do not include work under contract 9593 and are approved only to incorporate that work necessary to set right-of-way corners and file the field notes and map with the county surveyor.

Also, as requested, your public interest finding that this work be classified as a construction item is concurred in.

RECEIVED
STATE HWY ENGR
JAN 8 '85
REFER TO Potter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Orig to 118

14. DATE 1/7/8~~4~~5 H

15. SIGNATURE OF APPROVING OFFICIAL G. K. [illegible]

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-78) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

Date: December 18, 1984

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

From: Gary A. Potter, Manager
Program Section

Subject: Program Change
Project No. IX-24(33)
S.E. 50th-S.E. 82nd Ave. (Portland) Section
Powell Blvd.
Multnomah County

I request your approval of a program change on the subject project to extend the westerly limits from S.E. 50th Ave. to the Ross Island Bridge and the easterly limits from S.E. 82nd Ave. to S.E. 92nd Ave. and include the work necessary to set the right-of-way corners and file the field notes and map with the County Surveyor.

This change will require a revision in project length to read 5.59 miles with no increase in the estimated total cost or federal funds anticipated at this time.

I further request a finding in the public interest that the work be classified as a construction item rather than construction engineering since portions of the right-of-way was purchased as entire takings for the abandoned Mt. Hood Freeway and subsequently incorporated in the present construction projects.

An Order for Force Work to accomplish this work is being submitted for approval and authorization by the Construction Section under separate action.

CL:bkb
cc: P. Patterson
F. Terpin
G. Zehner
General Files

Form 734-3122

rll

U. S. DEPARTMENT OF TRANSPOR ION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)
2. STATE PROJECT NO. See Below
2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. 71109

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 6/25/84
8. FEDERAL ROUTE NUMBER Primary 24
9. STATE ROUTE NUMBER Primary 26

10. GENERAL LOCATION:
SE 50th Avenue - SE 82nd Avenue (Portland)

11. GENERAL DESCRIPTION OF WORK
Revised Force Order Cost

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested by Mr. Fredrickson's letter of 11/14/84 the revised costs to a TEC of $3,550; Federal Funds $3,017 for work under SFO #13 is approved contingent upon modification of Project Agreement if additional funds are required.

(Increase TEC $1,750; Federal Funds $1,487)

RECEIVED
STATE HWY ENGR
NOV 27 '84
REFER TO Potter
FOR
Info Inves R/D D/R Sign Act File

Orig to
11/27

14. DATE 11/26/84
15. SIGNATURE OF APPROVING OFFICIAL G. K. Hessner
16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

rll

U. S. DEPARTMENT OF TRANSPORT/ ON
FEDERAL HIGHWAY ADMINISTRA ION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71109

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

PROGRAM SECTION
MANAGER ___ RESOURCE UNIT ___
FA UNIT ___ PROGRAM UNIT ___
OCT 19 1984
REFER TO ___
R/D ___ ACT ___ REPLY ___
DISC ___ INFO ___ FILE ___

7. DATE AUTHORIZATION EFFECTIVE 6/26/84

8. FEDERAL ROUTE NUMBER Primary 24

9. STATE ROUTE NUMBER Primary 26

10. GENERAL LOCATION:

SE 50th Avenue - SE 82nd Avenue

11. GENERAL DESCRIPTION OF WORK

Furnish and install thermoplastic Crosswalk Markings

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, the advance authorization date of 6/26/84 as requested in Mr. Fredrickson's letter of 9/20/84 as being cost effective for the use of City of Portland forces to proceed with the above work is approved. State Force Order No. 13 rerepresenting work to be performed by City of Portland is approved for a TEC of $1,800; Federal Funds $1,530.

RECEIVED
STATE HWY ENGR
OCT 19 '84
REFER TO
Potter
FOR
Info Invest R/D D/R Sign Act File

14. DATE 10/18/84

15. SIGNATURE OF APPROVING OFFICIAL D. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

WALTER J. KNUTSON
PASTOR

ST. MARK'S LUTHERAN CHURCH
5415 S. E. POWELL BOULEVARD
PORTLAND, OREGON 97206
PHONE 777-1443

September 6, 1984

Oregon State Highway Commission
121 Transportation Building
Salem, OR 97310

Re: Southeast Powell Blvd. Project

Gentlemen:

We were informed by your inspector that the damage to our lawns and parking strips would be repaired at both 5415 S.E. Powell and 5333 S.E. Powell.

Your attention to this matter would be appreciated.

Respectfully,

Gordon O. Auborn
Gordon O. Auborn
Property Manager

GOA:jj

orig to church
J. baugh
for handling
per RWG

RECEIVED
SEP 7 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

7-15 1

July 25, 1984

City of Portland
1220 SW 5th Avenue
Portland, OR 97204

AGR 4

Attention: Jewel Lansing
Auditor

MISC. CONTRACTS and
AGREEMENTS No. 7219

Gentlemen or Ladies:

Attached for your files are two fully executed copies of a supplemental agreement covering construction and maintenance of the 50th Avenue-92nd Avenue Section of the Mt. Hood Highway.

We are retaining a fully executed copy of this supplemental agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
Attachment
bc: Gary Potter (agree. att.)

F

U.S. Department
of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Wage Violation & Liquidated Damages
FAP No. IX-24(33)

Date: March 13, 1984

From: Division Administrator

Reply to Attn. of: HFO.7-OR

To: Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon

As requested in Mr. Widmer's memorandum of February 21, 1984 it is agreed that the $110 liquidated damages assessed Cascade Contruction Company be waived.

The wage violation was the fault of a subcontractor who was subsequently removed from the job. Cascade Construction Company participated in the investigation and acted in a timely manner to make restitution.

G. K. Hossner
for Dale E. Wilken

cc:
OSHD (J Widmer)

RECEIVED
STATE HWY ENGR
MAR 14 '84
REFER TO
Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File
					X	

U GC orig
3/19

9593

F

CON 5
#9593

John C. McLean, Asst. Attorney General
Justice Department, Portland Division
520 S.W. Yamhill Street

March 12, 1984

Robert W. Gormsen
Commission Services

Contract No. 9593
Cascade Construction Co., Inc.
S.E. 50th Avenue-S.E. 82nd Avenue
(Portland) Section
Mt. Hood Highway
Multnomah County

As requested in your letter of February 28, 1984, to Jack Sollis, attached is a copy of Contract No. 9593 awarded to Cascade Construction Co., Inc. for work on the above-mentioned project.

dc
Att.

cc: Jack Sollis

STATE OF OREGON

INTEROFFICE MEMO

RECEIVED
LEGAL

TO: Jack Sollis, AIC
Transportation Section

DATE: February 28, 1984

FROM: John C. McLean
Assistant Attorney General

SUBJECT: Fletcher v. State of Oregon
Mult. Co. Cir. Ct. No. A8312-07682
Claim No. 125-073-L15067

In this case, plaintiff seeks damages for personal injuries received on February 7, 1983 when she allegedly slipped and fell while walking on the sidewalk at 64th and Powell Blvd. in Portland. As I understand it, the fall occurred in front of a building which had been boarded up by the state forces or its contractor in connection with the widening of S.E. Powell Blvd. (the Mt. Hood Highway) between S.E. 50th Avenue and S.E. 82nd Avenue. Apparently vandals broke windows in that building and caused glass and other debris to be upon the sidewalk. In any event, the complaint alleges that defendant was negligent in: (1) allowing slick debris to accumulate on the sidewalk where it constituted an unreasonably dangerous condition; (2) failing to inspect the sidewalk for debris; and (3) failing to remove the debris.

Plaintiff's attorney has requested that I produce:

(1) A copy of the contract with the contractor who took over the project.

(2) Any information on similar accidents in the Powell Blvd. corridor area during the year prior to plaintiff's injury.

(3) The schedule for clean-up care of the condemned or abandoned building.

(4) Any records of complaints of debris, vandalism, etc. in the area during the six months prior to the accident.

I would appreciate your having someone obtain this information for forwarding to me. Please pass on to that person, and any others involved, my request that the material not be highlighted or otherwise marked to indicate the pertinent portions thereof. Such assistance is always appreciated when I want the material for my purposes, but here it is simply to comply with the opposing attorney's request and I am under no obligation to assist him in reading or understanding that material.

When the material is gathered, please have it sent to my office in Portland.

lm

Contains Recycled Materials

9593

F

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: February 21, 1984

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

In Reply Refer to
File No.:

ATTN: Glenn Hossner

FROM: J. L. Widmer
EEO, MBE & Labor Compliance Officer

SUBJECT: S.E. 50th Ave.-S.E. 82nd Ave.
FAP No. IX-24(33)
Contract No. 9593
Wage Rate Violation and Liquidated Damages

The U. S. Department of Labor, in a recently concluded investigation on the above project, found that Allen Stone, dba Valley Salvage, a first tier subcontractor, failed to pay the required prevailing wage rate and the proper overtime compensation to one employee. Back wages were computed in the amount of $2,187.48. Of this amount, $1,921.05 was computed as a Davis-Bacon Related Act (DBRA) violation and $266.43 was computed as a Contract Work Hours and Safety Standards Act (SWHSSA) violation. In addition, liquidated damages were computed in the amount of $110 under the CWHSSA.

Allen Stone refused to cooperate. Upon being advised of the possibility of debarment, he stated he never wanted anything to do with government contracts again. He stated that he would not pay the computed underpayment of wages.

Cascade Construction Co., the prime contractor on this project, has paid the back wages due the affected employee. Cooperation on the part of Cascade Construction Co. was provided at all levels of the investigation. The violating contractor, Allen Stone, was removed from the project and has not appeared again as a subcontractor on any of our projects.

While it would appear that the CWHSSA violation was flagrant, to assess liquidated damages would only further penalize Cascade Construction Company. I therefore recommend that liquidated damages in the amount of $110.00 be waived.

JLW:cb

bc: W. E. Schwartz
Jack Sollis
Chuck Lobaugh

EEJ/L51

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
FEB 23 '84
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Form 734-3122

903-5F

November 2, 1983

Harold Kettleson, Jr.
J&H 4 Wheel Drive Specialties Co.
7857 S.E. Powell Blvd.
Portland, OR   97206

I can certainly sympathize with your interest in maintaining adequate parking at your place of business. Convenient access for customers is of vital importance, particularly in these hard economic times. It is critical that nothing deter badly needed customers seeking your services.

The Powell Boulevard project was jointly designed by the Highway Division and the City of Portland. Because parking affects city businesses and neighborhoods, planning for it was done by the city planning staff; the Highway Division handled the design of the street. Your parking concerns, therefore, should be expressed to the city planners. I suggest you telephone Mr. Dave Hill at 796-7156.

I am told there were many public meetings and two public hearings held on the proposed project. There were many people in attendance, and there may be others whose comments agree with yours. Together these comments might possibly effect the changes in construction you want.

In any case, the Highway Division will cooperate fully to make any changes in parking the city requests. I wish you well in your business.

Sincerely,

Victor Atiyeh
Governor

VA:bb

bc: Hwy Division

Cy
3/16

RECEIVED
STATE HWY ENGR
MAR 15 '84
REFER TO Hardt
FOR
Info Inves R/D D/R Sign Act File

J&H 4 Wheel Drive Specialties
777-2993
7057 Southeast Powell Blvd. • Portland, Oregon 97206

RECEIVED
OCT 14 1983
ME PDM TAM
US (SA)
SO PA EM BUD LM

RECEIVED
Governor's Office

PLEASE [illegible]
ORIGINAL LETTER

Please [illegible] response
for [illegible] signature
by 10-20
Thank you.

RECEIVED
STATE HWY ENGR
OCT 13 '83
REFER TO
FOR
Info
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R/D
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File

RECEIVED
DOT DIRECTOR
OCT 12 '83
REFER TO Bell
FOR
Info Inves R/D D/R Sign Act File

November 5, 1983

Governor Victor Ateyah
State Capital Bldg.
Salem, Oregon 97310

Dear Sir:

As owner's of businesses on S. E. Powell Street, we are very concerned about how the parking is being established on the street project between 82nd and 52nd Ave. If the parking is to remain as planned our business will not be able to continue in the area without a tremendous loss to our business.

When this project began, we were told that there would be parking on the south side of the street to accomodate the businesses. As it has turned out, the nearest parking available is three blocks from our businesses.

As you will note our main business is four wheel drive vehicle repairs. I cannot see that any of these customers will be willing to carry there parts three blocks to discuss repairs. We have enough parking for the vehicles we will be working, but those customers who drop by to discuss work will have to walk with their parts.

We also have an Income Tax Service and Bookkeeping Service in the building. You know yourself, that if you have a choice of walking three blocks to a business and driving up to the front door, you won't walk the distance.

J & H 4 Wheel Drive has been in business in Portland for seven years on Powell. We hope that this can be worked out so that we can continue to do so, but some alternate plans must be made soon to accomodate the needs of these businesses.

I have always been under the impression that Portland was anxious to keep business in the city. I don't find this street planning a good indication that there was much thought given to this idea. I cannot accept the possibility that the business needs of existing businesses like ours will be ignored. I sincerely hope that we can discuss the alternatives and come to a working agreement that will permit us to do business in Portland. Obviously the best agreement would be made before the project is completed so there is no additional cost for the change for duplication of work.

I hope to hear from you soon on this matter. It is an urgent matter for the income and livelyhood of many families.

Sincerely,

Harold Kettleson Jr.

Mr Harold Kettleson Jr

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71109

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
OCT 24 83
REFER TO
Orig to Potter 10/27
FOR
Info | Ines | R/D | D/R | Sign | Act | File

7. DATE AUTHORIZATION EFFECTIVE 9/6/83

8. FEDERAL ROUTE NUMBER Primary 24

9. STATE ROUTE NUMBER Primary 26

10. GENERAL LOCATION:

SE 50th Avenue - SE 82nd Avenue

11. GENERAL DESCRIPTION OF WORK

Furnish and install 8 new bus shelters. Remove, refurbish and store 6 existing shelters

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ XX CONSTRUCTION PROCEED ON ~~XXXXXXXXXXXXXXXXXX~~ FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 9/6/83 as requested in Mr. Keasey's letter of 10/10/83 as being cost effective for the use of Tri-Met forces to proceed with the above work. State Force Order No. 9 representing work to be perfomed by Tri-Met Forces is approved for a TEC of $26,436 Federal Funds $22,470.

14. DATE 10/18/83

15. SIGNATURE OF APPROVING OFFICIAL G. K.

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

nig

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA Oregon Division
Salem, Oregon

4. PROGRAM NO.

5. ITEM NO. 71109

6. TO

Mr. H. S. Coulter, State Highway Engineer
Oregon State Highway Division, ODOT
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 7-29-83

8. FEDERAL ROUTE NUMBER Primary 24

9. STATE ROUTE NUMBER Primary 26

10. GENERAL LOCATION:

SE. 50th AVENUE - SE. 82nd AVENUE

11. GENERAL DESCRIPTION OF WORK

Furnish and place galvanized sheets between tree roots and water main.

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND/OR~~ FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of July 29, 1983, as requested in Mr. Keasey's August 24, 1983 letter as being cost-effective for the use of City forces to proceed with the above work. State Force Order No. 8, representing work to be performed by City Forces, is approved for a total estimated cost of $14,000; Federal Funds $11,900.

RECEIVED
STATE HWY ENGR
SEP 7 '83
REFER TO [illegible]
FOR

Info	Inves	R/D	D/R	Sign	Act	File

14. DATE 8-30-83

15. SIGNATURE OF APPROVING OFFICIAL G K

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-78) PREVIOUS EDITIONS MAY BE USED

9593

36

ROAD DESIGN SECTION

DES 16

Charles Lobaugh
Project Manager

August 2, 1983

Donald R. Adams, P.E.
Final Design Engineer

Sign Shop Drawings
S.E. 50th Ave.-S.E. 82nd Ave.
Mt. Hood Highway
Multnomah County
Contract No. 9593

Attached are three sets of approved shop drawings for the Type "U" "NEXT SIGNAL" signs on the above-named project. We note that shop drawings for the other Type "U" signs on the project have not been received.

One set should be retained by you for field inspection purposes, one set forwarded to Don Wackerbarth's office for shop inspection of the signs and one set sent to Traffic Safety Supply Company for sign fabrication.

WGB:ja

Attachments

cc C. T. Keasey
Ed Hardt
W. G. Beard

Versteeg
Anderson
Adams
Macnab
Stoudenmayer
Terpin
Treat
Wakerlig

RECEIVED
AUG 02 1983
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up ___/___/___
Action

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

W.G. Beard
Final Design
Salem, Oregon

Date: 7-27-83
Project: 50th-82nd Powell Blvd
Contract No.: 9593

The following drawings are being submitted for your approval.

Drawing No.	No. Copies	Description
	4	Type U Signs #2, 10, 3, 17, 22, 23, 28, 29 37 & 39

Remarks

RECEIVED
JUL 28 1983
ROAD DESIGN SECTION

Versteeg
Anderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

Do Not File ☐
Return To
Bring Up /
Action

From: Charles Lobaugh
Project Manager

by Donald Bieler

Form 734-3122

26

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO

DES 16

TO: MEMO TO THE FILE

DATE: MAY 27, 1983

N.E. Mann

FROM: N.E. Mann
Design Team Leader

SUBJECT: Curb Bedding Review
S.E. 50th Ave. - S.E. 82nd Ave.
Mt. Hood Hwy.
Multnomah County

1 Versteeg ✓
Anderson
Adams
2 [illegible] Am
Steinmayer
3 Terpin
4 Trout NP
Wakerlig

RECEIVED
ROAD DESIGN SECTION

Do Not File
Return To
Follow Up
Action

I was asked to accompany Duane Christensen, Marion Craft, and Chuck Lobaugh to observe how the contractor on this project was forming and constructing type "C" curb on a cement treated base.

This was done on Wednesday, May 18, 1983. In order that he might get started on the curb work early, the contractor has asked for and received permission to lay a two-foot wide strip of CTB at the curb line on which to set the curb. He used a string line to control the alignment and top elevation of the curb.

Following are some of the observed problems and difficulties the contractor was encountering.

1. Because the CTB is not able to be placed to an exacting grade, it was necessary for the contractor to dig out the high places in order to place his form at the correct elevation. This created some time consuming hand labor. (An aggregate base on which to set the curb would have sped up the operation)

2. Persons working on and around the CTB, placing the forms, pouring the concrete, causes the CTB to ravel. This creates a lot of loose rock which has to be cleaned off before the remaining lifts of CTB can be placed. This means some extra operations and more time.

3. There is the possibility that a weak plane may be created in the surfacing approximately 2 feet in front of the curb along the joint between the CTB placed to support the curb and the remainder of the bottom lift of CTB when it is placed. (See Sketch No. 1)

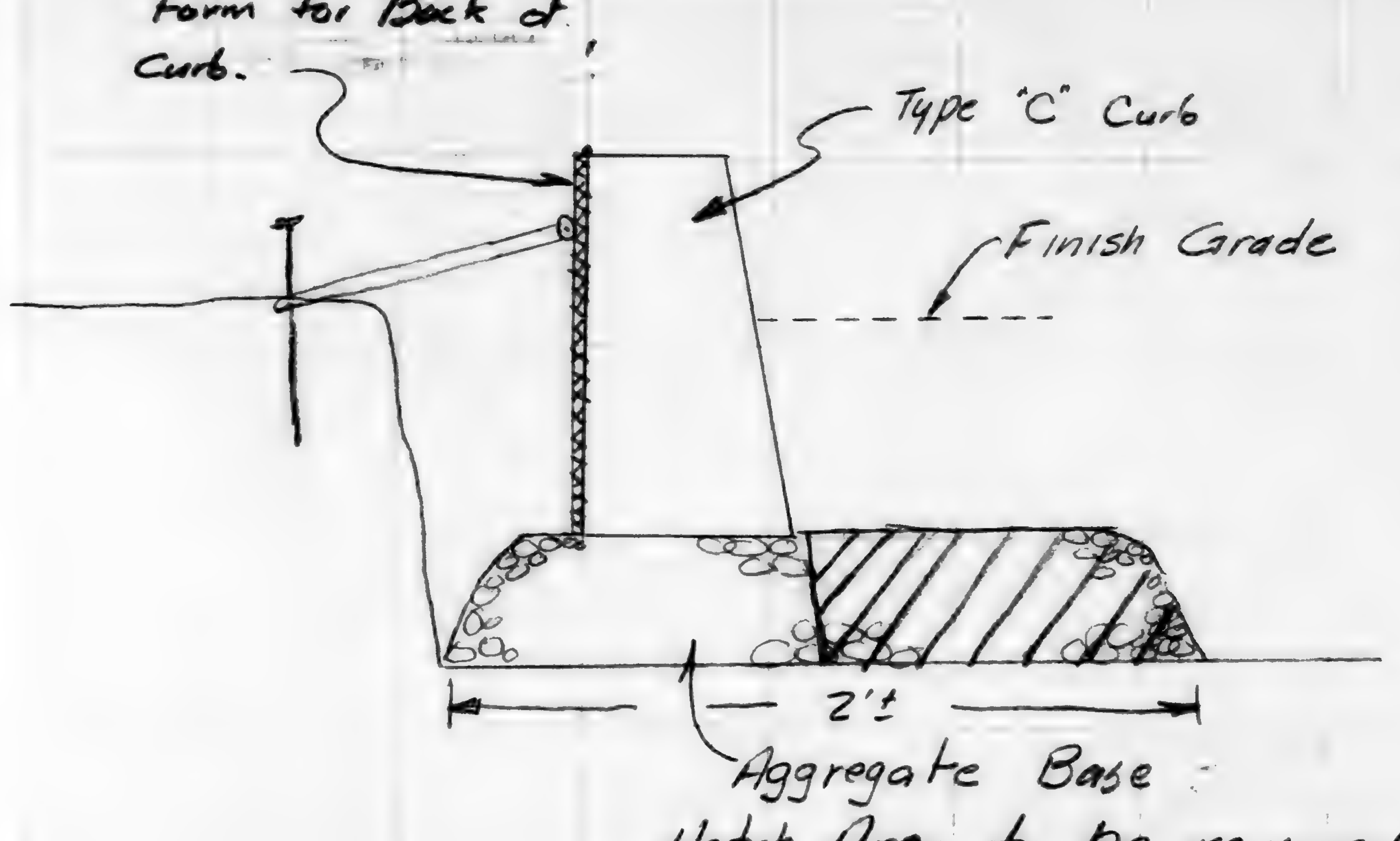
Lobaugh makes the recommendation that a contractor be allowed to use aggregate base to set the curb on. Then at the time the CTB is placed, this aggregate can be bladed out or removed back to the face of the curb. The CTB then can be placed to the face of the curb. (See Sketch No. 2) Lobaugh indicated he has done this. In fact, he said, that if an aggregate base is used to rest a curb on that due to construction procedures and operations, the aggregate in front of the curb disappears anyway.

In our discussion of this, Duane Christensen expressed the idea that Final Design could possibly develop a detail which would allow the contractor an alternative as to how he supported the curb. If he chose an aggregate base then we would specify that the aggregate be removed from in front of the curb prior to the surfacing operations (If surfacings other than aggregate base are used). He thought that the people in Final Design should discuss this. He is willing to come over and participate in the discussions.

It is my thought that this idea merits further review and study. It should be discussed with other project managers and region people around the state to get their experience in this area.

NEM:mg

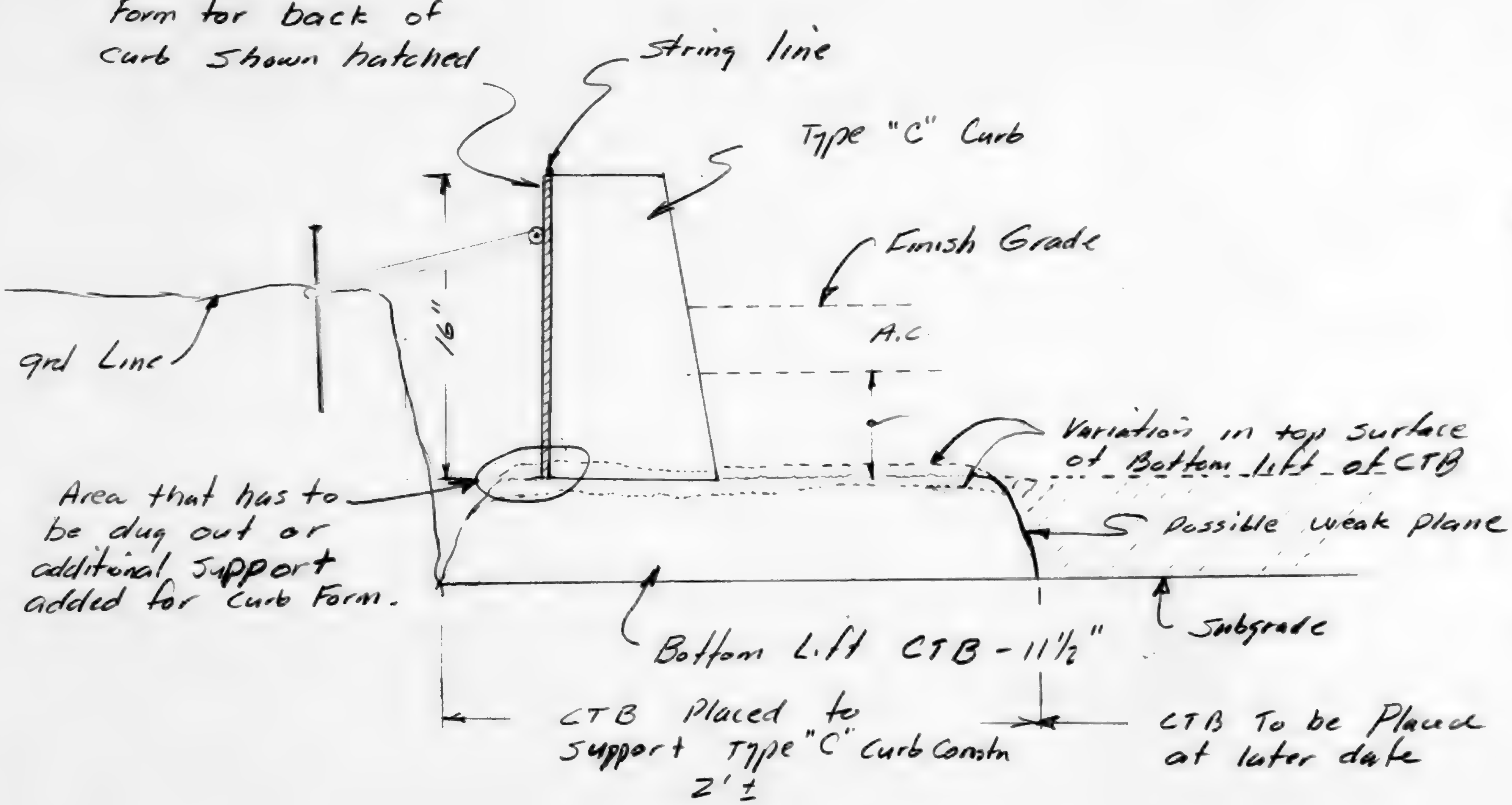
cc/W Sketches
Don Adams
Marion Craft
Charles Lobaugh
D. O. Christensen
W. E. Eriksen
D. Stoudenmeyer
L. K. Watson
N. E. Mann


Form for Back of Curb.
Type "C" Curb
Finish Grade
2'±
Aggregate Base

Hatch Area to be removed
Prior to placing Treated Base

Sketch No. 2

Possible Alternative Method That Could
Be used For Curb Support During
Curb Constn.


Form for back of curb Shown hatched
String line
Type "C" Curb
Finish Grade
A.C
16"
grd Line
Variation in top surface of Bottom lift of CTB
Area that has to be dug out or additional support added for Curb Form.
Possible weak plane
Subgrade
Bottom Lift CTB - 11½"
CTB Placed to support Type "C" Curb Constn
2' ±
CTB To be Placed at later date

Sketch No 1

SE 50th to SE 82nd (Powell Blvd)

Method Contractor Using to Const. South Curb Line rll 1-13

31-83

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71109

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 3/14/83

8. FEDERAL ROUTE NUMBER Primary 24

9. STATE ROUTE NUMBER Primary 26

10. GENERAL LOCATION:

SE 50th Avenue - SE 82nd Avenue (Portland) Section

11. GENERAL DESCRIPTION OF WORK

Maintain traffic signals during emergency situations and controller malfunction

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND/OR~~ FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the authorization date of 3/14/83 as requested by Mr. Keasey's letter of 3/22/83 as being in the public interest for the use of City of Portland Forces to proceed with the above work. State Force Order No. 6 representing work to be performed by City of Portland forces is approved for a TEC of $7,000 Federal Funds $5,950.

RECEIVED
STATE HWY ENGR
APR 6 '83
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Orig to ph6

14. DATE 3/31/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

rll 7-13

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71109

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 3/14/83	8. FEDERAL ROUTE NUMBER Primary 24	9. STATE ROUTE NUMBER Primary 26

10. GENERAL LOCATION:
SE 50th Avenue - SE 82nd Avenue (Portland) Section

11. ~~GENERAL DESCRIPTION OF WORK~~
Remove existing street lights

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND/OR~~ FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 3/14/83 as requested in Mr. Keasey's letter of 3/22/83 as being in the public interest for the use of PGE Forces to proceed with the above work. State Force Order No. 7 representing work to be performed by PGE forces is approved for a TEC of $2,000 Federal Funds $1,700.

RECEIVED
STATE HWY ENGR
APR 6 '83
REFER TO Potter
FOR
Info | Invest | R/D | D/R | Sign | Act | File

Orig to 4/6

14. DATE 3/31/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. [illegible]

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

26

ROAD DESIGN SECTION DES 16

Charles Lobaugh
Project Manager

March 21, 1983

Justin Vincent
Designer

S. E. 50th - S. E. 82nd Avenue
Portland

Changes in driveway widths, bus turnout locations, etc., will necessitate changes in the irrigation system. Suggestions as follows:

1. Sprinkler heads will have to be moved, added, deleted or have the nozzle patterns changed.
2. Water pipe will have to be moved, sizes increased or decreased, added or deleted.
3. Eight-inch irrigation conduit will have to be moved, added, extended or deleted.
4. Automatic section control valves will have to be moved, added, increased or decreased in size or deleted.
5. The entire irrigation system east of S.E. 82nd Avenue and north of S.E. Powell Blvd., as noted on the plans, can be deleted.

Suggestions of the above have been noted on the enclosed plan sheets; also briefly discussed with Jim Hamburg.

JV:rw

Enclosures

Versteeg
Anderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
MAR 22 1983
ROAD DESIGN
SECTION

Do not File
Return to
Bring up
Action

STATE OF OREGON INTEROFFICE MEMO
HIGHWAY DIVISION - DEPARTMENT OF TRANSPORTATION LOC 3

TO: FILE DATE: January 28, 1983

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Footpaths and Bicycle Trails
January 27, 1983 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids were opened January 27, 1983 on the following projects:

1. Jenny Creek Bridge
   Green Springs Highway, Jackson County
   Grading, Paving and Structure

   Structure replacement. Six-foot shoulders on structure and approaches available for bicycle and pedestrian traffic.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

2. Second, Oak and Fifth Streets (Lebanon)
   City Streets, Linn County
   Grading and Paving

   City street improvement. Curb ramps will be installed on existing sidewalks.

3. McKay Creek (Platt) Bridge
   McKay Creek Road, Umatilla County
   Grading, Surfacing and Structure

   Twenty-four-foot aggregate approaches and a twenty-eight-foot roadway on the structure.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(b), which states, "footpaths and trails are not required to be established . . . if the cost of establishing such paths and trails would be excessively disproportionate to the need or probable use."

4. Kelsay Springs
   Sherman Highway, Wasco County
   Grading and Paving

   Twenty-foot lanes with four-foot shoulders available for bicycle and pedestrian use.

   Same as No. 1.

5. Washington County Pavement Marking
   Various Highways, Washington County

   Pedestrian and school crosswalks installed on this project.

6. Boeckman Creek Bridge
   Wilsonville Road, Clackamas County
   Grading, Paving and Structure

   Variable lane width. Future construction by other include a ten-foot bike path and a five-foot sidewalk.

7. Park Place-Newell Creek
   Cascade Highway South, Clackamas County
   Grading and Structure

   Future surfacing contract will include eight-foot shoulders for pedestrian and bicycle traffic.

   Same as No. 1.

8. SE 50th Avenue-SE 82nd Avenue
   Mt. Hood Highway, Multnomah County

   Multi-lane with sidewalk construction on existing sidewalks for bicycle and pedestran use.

HSC:RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell
D. A. Ridings

6

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71109

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
JAN 24 '83
REFER TO Swan
FOR
Info | R/D | D/R | Sign | File

Orig to
1/24

7. DATE AUTHORIZATION EFFECTIVE 1/5/83

8. FEDERAL ROUTE NUMBER Primary 24

ATE ROUTE NUMBER Primary 26

10. GENERAL LOCATION:
SE 50th - SE 82nd Avenue (Portland) Section

11. GENERAL DESCRIPTION OF WORK
Grade, drain, high type pavement, illumination and traffic signals

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER (Specify)

Temp. & Perm. Pavement Striping S.F.	$28,500
Asphalt Cement Adjustment	25,000
on the job Trainees	2,400
Signal Maint. (During contract)	7,000
Signal Controller Testing	10,800
Signal Adj. for Stage Const.	70,000

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 1/3/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $5,468,563 Federal Funds $4,648,277.

A signed copy of the Title Sheet is returned herewith.

14. DATE 1/5/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71109

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 11/15/82

8. FEDERAL ROUTE NUMBER Primary 24

9. STATE ROUTE NUMBER Primary 26

10. GENERAL LOCATION:

SE 50th Avenue - SE 82nd Avenue (Portland) Section

11. GENERAL DESCRIPTION OF WORK

Withdraw PS&E approval

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY	☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION	☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ ACQUISITION OF RIGHT-OF-WAY	☒ OTHER *(Specify)* See below

13. REMARKS

As requested by Mr. Swan's letter of 11/15/82 I approve the withdrawal of PS&E approval effective 10/27/82 with the understanding that PE charges for the subject project made on that date forward are eligible for Federal participation. Decrease obligation $5,468,563 Federal Funds $4,648,277.

The above approval is based on the fact that Portland Concrete Pavement was located in the excavation areas and steps were taken to determine the extent of PCC so the PS&E could be revised and advertised at a later date.

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
11/15/82	G. K. Hossner	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: E. S. Hunter
Assistant State Highway Engineer

DATE: November 19, 1982

FROM: D.R. Adams
Donald R. Adams
Final Design Engineer

SUBJECT: Underlying Concrete Pavement
50th-92nd Avenue Section
Powell Boulevard

1 ✓
2 ✓
Jms ob 3 Jwz

RECEIVED
1982
ROAD DESIGN SECTION

copy 21-10-1
copy [illegible]

Coring of the pavement on the subject section indicates a concrete pavement underlying the asphaltic concrete surfacing. To utilize the concrete pavement in place would require a grade change raising the profile grade approximately one foot throughout the length of the project.

The most dramatic effect of this would be to raise the new curb and sidewalk on the north side one foot above the existing curb and sidewalk. This presents a drainage problem behind the sidewalk that would be corrected by added drainage. No additional right-of-way has been purchased on the north side, so if the north sidewalk were elevated above the existing grade, additional right-of-way would be required.

On the south side, the effect is similar; however, there are apparently some areas where it would generally be less damaging on the south than on the north.

At the beginning of the project, it was assumed that all pavement would be removed. In the preparation of the plans, it appears the basic information that concrete underlies the AC surfacing was missing, and did not get on the plan for construction. It is my recommendation that we modify the plans to reflect the underlying concrete pavement, make the minor corrections in the graphics key so that no misunderstanding exists about AC pavement removal and concrete pavement removal, and then proceed with the project. We would maintain the current proposed grade line under this procedure.

For your information, John Scofield's report is attached.

DRA:ja

Attachment

cc J. H. Versteeg
Bud Mann

11-22-82
Adams
O.K. to proceed
as outlined
ESH
cy Versteeg
& Bud Mann

RECEIVED
TECHNICAL SERVICES
NOV 19 '82
REFER TO
FOR

Info	Invest	R/D	D/R	Sign	Act	File

Contains Recycled Materials

STATE OF OREGON

INTEROFFICE MEMO

DATE: November 18, 1982

TO: Memo to the Files

J. T. Scofield

FROM: John T. Scofield
Surfacing Design Engineer

SUBJECT: Investigation of Existing P.C.C. Pavement
S.E. 50th Ave. - S.E. 82nd Ave. Section
S.E. Powell Boulevard

Anderson
1 Adams
Sullivan
Trout

RECEIVED
1982
ROAD DESIGN SECTION

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Action

This project which was scheduled for a bid opening of November 18th, was pulled from the letting due to the fact that the plans did not indicate clearly that there was P.C.C. pavement under the existing A.C. pavement. It appears and the cores indicate that there is P.C.C. pavement under the entire section which under the current plans, would have to be removed and disposed of. Consideration was never given in the surfacing design to saving the existing P.C.C. pavement. The plans for the subject project call for shifting the road to the south and widening the road bed to 60' from curb to curb. The existing road bed is approximately 40' from curb to curb. The new curb line along the northerly side of this section would be approximately 8' to 10' south of the existing curb line.

On Novmeber 17, I went over the project in the field to investigate the existing condition of the pavement, and also to look over the plotted cross sections to see where the new grade lies in relation to the existing pavement. The existing A.C. pavement lies at or slightly above the new top of curb at the location of the curb line which is in the outside lane. The new northerly curb line would have to be approximately half a foot to as much as a foot higher than the plan grade if the existing pavement were to be saved. This projected increase in grade of one half to one foot is based on the premise that the existing A.C. could be removed down to P.C.C. and replaced with the same thickness.

On November 18, 1982 we ran deflections along the existing westbound lane at the location of the new outside wheelpath. These deflections show that the existing P.C.C. could remain in place. The cores that were taken show an average of 3½" of A.C. over the P.C.C. along this wheelpath.

To save the P.C.C. pavement we would need to remove approximately 3" of A.C. and place a minimum of 4" of new A.C. This would require raising the grade by a minimum of 8".

Some factors that should be considered in deteriming if the existing P.C.C. pavement should remain in place include the fact that behind the new northerly curb the pavement would have to be removed in order to provide for the landscaped areas on the plan and also in the new median area the pavement under the landscaped areas would have to be removed. Another factor to be considered in removing the existing P.C.C. pavement would be that it would be possible to recycle this existing P.C.C. pavement.

Commercial producers of surfacing materials in the Portland area are currently involved in recycling. One of the producers is in the process of starting to recycle old Portland Cement Concrete. This material could be crushed and used in a recycled cement treated base or possibly other concrete materials. Therefore, if the existing pavement is removed, recycling is a possibility on this project, or more likely on a future project.

In summary, if the existing P.C.C. pavement were to be saved, it would involve a rather substantial redesign of the project grades and would involve raising the northerly curb line grade approximately one half to one foot. This would place the top of curb above some of the adjacent properties which would in turn require drainage behind the curb line. In reviewing the project, it becomes obvious that the reason that no consideration was given to saving the existing pavement was this grade situation. My recommendation is that the plans be clarified to show that the P.C.C. pavement is to be removed and that the project proceed as currently designed.

JTS:tb

cc: J. H. Versteeg
-Don Adams
Frank Terpin
Bud Mann
Marion Craft
C. Eshelman
C. Lobaugh

26

STATE OF OREGON **INTEROFFICE MEMO**

Highway — DEPT
238-7450 — TELEPHONE

TO: Allan C. Harwood
Metro Region Operations Engineer

DATE: November 19, 1982

FROM: Chuck Lobaugh
Project Manager Chuck Lobaugh

SUBJECT: SE 50th Ave. - SE 82nd Ave.
Mt. Hood Highway (Powell Blvd.)
IX-24(33)

I am under the impression that new plans and specifications will be issued to bidders on the above noted project. In addition to the erroneous note on the removal plans concerning pavement type, and items in the addendum letters, there are minor discrepancies, omissions etc. which could be cleared up if time permits. Listed below are items which we have found or that prospective bidders have brought to my attention.

1. Because removal sheets are cross-hatched several bidders are confused. They don't know if the volume of curb, pavement, sidewalk, etc. is included in the excavation quantities.

2. There is a 1000 gallon buried fuel tank on the NW corner of 68th and Powell (see attached sketch).

3. ✓ No sidewalk removal is shown on Sheet 3, on the north side between 50th and 51st Ave.

4. We will not be removing pavement on 82nd Ave. as shown on Sheet 10.

5. There will be sidewalk and A.C. removal east of 82nd Ave. on the north side to Station 296+25.

To p[illegible]

6. Temporary signing for eastbound traffic which intends to use Foster Rd. is confusing.

7. A back-up strap is needed when signs are bolted directly to the pipe post as shown on Sheet 2D-2.

8. Some bidders don't know what kind of bracket is required to attach type "U" signs to the traffic signal poles (some of these are long enough to require back-up).

1 Verstoeg ✓
2
Dw Copy

RECEIVED
ROAD [illegible]

9. General construction sheets detail revised islands and bus turnouts. Other sheets showing drainage, landscaping, signals, illumination, etc. do not reflect these changes. Some lump sum items such as irrigation will be affected by these changes.

10. 8" conduits for irrigation and illumination are not long enough to extend from edge of driveway wing to edge of driveway wing.

11. The quantity of Landscaping items should be reduced by the width of commercial driveway wings.

12. P.G.E. has requested that lighting circuit be broken between pole 94 and 95 and again between pole 169 and 170. This will leave 2 circuits to be divided between the power source at 59th and the power source at 72nd Ave. (Check with Bill Hughes, City of Portland.)

13. Power service between 58th and 59th Ave. will be at Station 231+90 and power service near 71st Ave. will be approximately 150' east of where it is shown.

14. Traffic signal special provisions, Page 89 paragraph 4, should read 19-2 cable. Section 661.36(h) covers 65th Ave. to 72nd Ave.

15. Traffic signal special provisions 661.34(c), add words "except for service conduit form service head".

16. Traffic signals special provisions 661.11(a), second paragraph, should read TW wire.

17. Traffic signals special provisions 661.36(h), second paragraph, should be "#19 stranded".

18. TED drawing No. 8249 should show the connection between the new controller location and the strain pole on the NE corner of 50th Ave.

19. We should let the bidder know what type of controller is to be moved at 50th Ave.

20. TED drawings 8257 and 8258 should show actual location in the utility trench to scale.

Note: Check with Jack Mason, City of Portland Traffic bureau for additional information on the above revisions for the traffic signal work.

xc: L.E. George
Walt Hart
Don Adams

Sheet 7A

Sec. 8, T 1S.,
PORTL

① Const. Type "C" Curb

② Const. P.C. Conc. Walk

③ Const. Sidewalk Ramps - 17 (Total)
(For Details, See Sht. 2A-2)

④ Const. P.C. Conc. Driveways - 15 (Total)
(For Details, See Sht. 2A-2)

⑤ Const. Street Connections - 8 (Total)

⑥ Const. Road Connections - 2 (Total)

⑦ Const. Cul-De-Sac

⑧ See Sheet 6A, Note 21

⑨ See Sheet 6A, Note 20

⑩ See Sheet 6A, Note 2

⑪ See Sheet 6A, Note 1

⑫ See Sheet 6A, Note 3

⑬ Const. Type "C" Sound Barrier Mound
(For Details, See Sht. 2A-3)

⑭ Sta. 253+78 To Sta. 254+48 Rt.
Const. Sound Barrier Wall (Type C)
8" Blocks - 420 Sq. Ft.
P.C. Conc. Footing - 8 C.Y.
Wall Exc. - 18 C.Y.
(For Details, See Sht. 2A-3)

⑮ Sta. 256+23 To Sta. 257+20 Rt.
Const. Sound Barrier Wall (Type C)
8" Blocks - 582 Sq. Ft.
P.C. Conc. Footing - 11 C.Y.
Wall Exc. - 25 C.Y.
(For Details, See Sht. 2A-3)

⑯ Sta. 257+50 To Sta. 258+10 Rt.
Const. Sound Barrier Wall (Type C)
8" Blocks - 360 Sq. Ft.
P.C. Conc. Footing - 7 C.Y.
Wall Exc. - 15 C.Y.
(For Details, See Sht. 2A-3)

⑰ Sta. 258+80 To Sta. 259+87 Rt.
Const. Sound Barrier Wall (Type C)
8" Blocks - 642 Sq. Ft.
P.C. Conc. Footing - 12 C.Y.
Wall Exc. - 27 C.Y.
(For Details, See Sht. 2A-3)

⑱ Sta. 260+14 To Sta. 261+00 Rt.
Const. Sound Barrier Wall (Type C)
8" Blocks - 516 Sq. Ft.
P.C. Conc. Footing - 10 C.Y.
Wall Exc. - 22 C.Y.
(For Details, See Sht. 2A-3)

⑲ Sta. 261+67 To Sta. 263+44 Rt.
Const. Sound Barrier Wall (Type C)
8" Blocks - 1,062 Sq. Ft.
P.C. Conc. Footing - 20 C.Y.
Wall Exc. - 45 C.Y.
(For Details, See Sht. 2A-3)

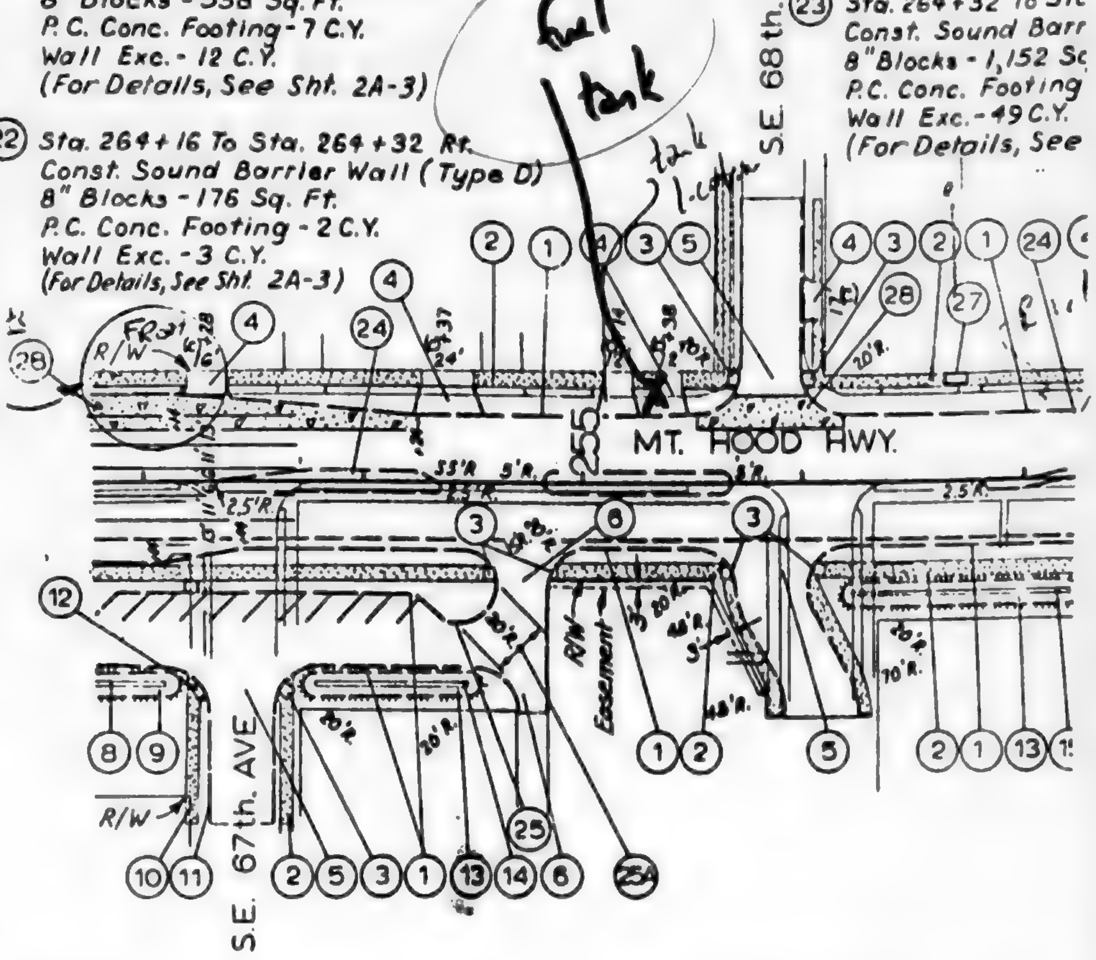
⑳ Sta. 263+44 To Sta. 263+58 Rt.
Const. Sound Barrier Wall (Type D)
8" Blocks - 149 Sq. Ft.
P.C. Conc. Footing - 2 C.Y.
Wall Exc. 7 C.Y.
(For Details, See Sht. 2A-3)

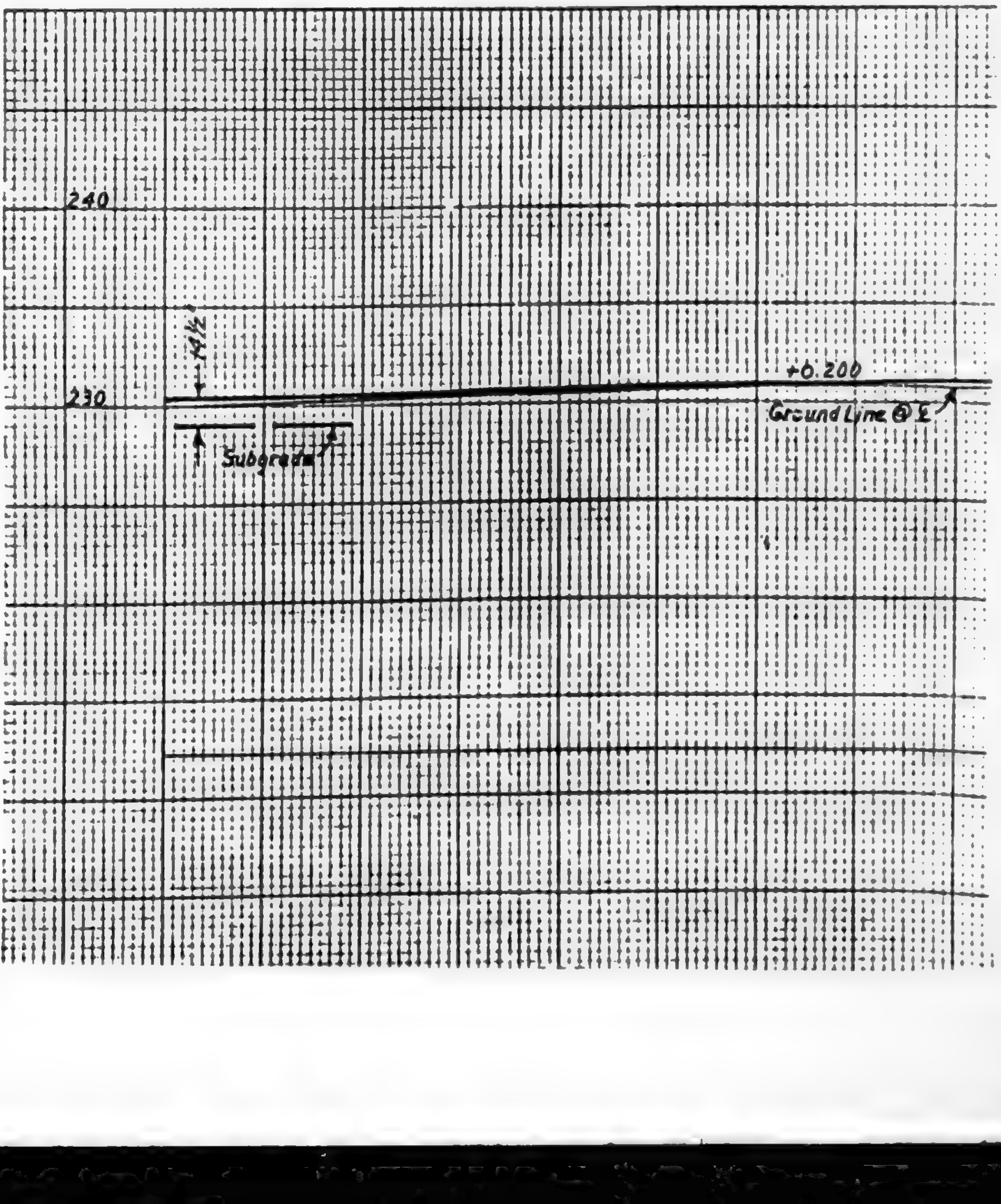
㉑ Sta. 263+56 To Sta. 264+18 Rt.
Const. Sound Barrier Wall (Type E)
8" Blocks - 558 Sq. Ft.
P.C. Conc. Footing - 7 C.Y.
Wall Exc. - 12 C.Y.
(For Details, See Sht. 2A-3)

㉒ Sta. 264+16 To Sta. 264+32 Rt.
Const. Sound Barrier Wall (Type D)
8" Blocks - 176 Sq. Ft.
P.C. Conc. Footing - 2 C.Y.
Wall Exc. - 3 C.Y.
(For Details, See Sht. 2A-3)

㉓ Sta. 264+32 To Sta
Const. Sound Barr
8" Blocks - 1,152 Sq
P.C. Conc. Footing
Wall Exc. - 49 C.Y.
(For Details, See

Move to (.
i.e. 167±
(in of 6A)





260

STATE OF OREGON **INTEROFFICE MEMO**

TO: DON ADAMS
Final Design Engineer

DATE: November 17, 1982

FROM: ALLAN C. HARWOOD
Region Operations Engineer

SUBJECT: 50th - 82nd Avenue Section
Powell Blvd.

1 Versteeg ✓
2 Anderson
3 Adams
Com Sullivan
Tarpin

RECEIVED
19 1982
ROAD DESIGN SECTION

An investigation was carried out to determine whether or not there is PCC under the existing asphaltic concrete surfacing on the subject project. Portland cement concrete was found in all locations investigated. From cores cut and other information it appears portland cement concrete is about 7 inches in thickness. I recommend that when we re-advertise the job we remove the reference to "remove AC surfacing" and add a note to "remove existing asphaltic concrete and portland cement concrete surfacing."

Attachment

/ NEM

Plans have been
modified to show
Areas of Extg PCC Pvmt
NEM

81-125-1387

Form 81-734-3049

OREGON STATE HIGHWAY
DIVISION

TABULATION SHEET

SHEET .... OF .... SHEETS

SE 50TH AVE ~ SE 82ND AVE (PORTLAND) 11-15-82
MT HOOD HWY

BY J. H. SARGEANT

EXISTING AC ~ PCC

STA	LT OR RT		ASPHALT DEPTH	PCC DEPTH	TO SOIL	WIDTH OF PCC CURB TO CURB		
℄ 218+30	4' RT		$3^{\underline{5}}$"	7"				
℄ 225+75	15' RT		$3^{\underline{0}}$"	—		〃		
℄ 226+50	4' LT		$3^{\underline{0}}$"	—		〃		
℄ 242+20	15' LT		$3^{\underline{6}}$"	—		〃		
℄ 243 ~	3' RT		$2^{\underline{4}}$"	—		〃		
℄ 254+20	3' LT		$5^{\underline{1}}$"	—		〃		
℄ 260+50	9' RT		$2^{\underline{3}}$"	—		〃		
℄ 284 ~	14' LT		$4^{\underline{5}}$"	$6^{\underline{2}}$"		〃		
℄ 284+20	19' LT		$1^{\underline{0}}$"	—		〃		
℄ 288+10	4' RT		$3^{\underline{5}}$"	—		〃		

ALL DISTANCES LT OR RT ARE FROM EXISTING ℄ STRIPE

ROAD DESIGN SECTION DES 16

Charles Lobaugh
Resident Engineer

November 16, 1982

Donald R. Adams
Final Design Engineer

S.E. 50th Avenue-S.E. 82nd Avenue (Portland)
Mt. Hood Highway (S.E. Powell Boulevard)
Multnomah County

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

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NOV 18 1982
ROAD DESIGN SECTION

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The attached lists are the results of profile grade computations made by the 370 IBM system. If a revised computation is required showing additional breaks or correcting errors, mark the requirements on the data sheets clearly, with a note of explanation, and return to the Road Design Engineer for a rerun. The columns contain data as indicated below:

STATION	ELEVATION	OFFSET	TAN ELEVATION	GRADE AHEAD
526+00	172.01	0.03	171.98	.355645
526+50	172.16	0.0	172.16	.355645

The profile grades included in this tabulation are as follows:

9221-00	Mt. Hood Hwy. (SE Powell Blvd.)	Centerline	Profile Grade
9221-01	Mt. Hood Hwy. (SE Powell Blvd.)	Centerline	Subgrade

JG:ja

Attachment

cc Jim Grassman

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

10-27-82

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-24(33)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 71109

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 10/27/82

8. FEDERAL ROUTE NUMBER Primary 24

9. STATE ROUTE NUMBER Primary 26

10. GENERAL LOCATION:

SE 50th Ave. - SE 82nd Ave. (Portland) Section

11. GENERAL DESCRIPTION OF WORK

Grade, drain, high type pavement, illumination and traffic signals

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY

☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION

☐ ACQUISITION OF RIGHT-OF-WAY

☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS

☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

☒ OTHER *(Specify)*

Temp. & Perm. Pavement Striping S.F	$28,500
Asphalt Cement Adjustment	25,000
on the job Trainees	2,400
Signal Maint. (during contract)	7,000
Signal Adj. for Stage Const.	70,000
Signal Controller Testing	10,800
State Furnished Software	3,000
Water during Landscape Estab.	1,850

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 10/25/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $5,468,563 Federal Funds $4,648,277.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
NOV 2 '82
REFER TO Moehring
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Orig to
11/2

14. DATE 10/27/82

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

October 27, 1982

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OCT 28 '82

REFER TO

FOR

Info	Invest	R/D	D/R	Sign	Act	File

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Program Control Engineer

SUBJECT: Water Facilities Relocation
Bureau of Water Works, City of Portland
SE 50th Ave.-SE 82nd (Portland) Section
Mt. Hood Highway (SE Powell Blvd.)
Multnomah County
Project No. IX-24(33)

Here is a copy of an estimate of cost to adjust the Bureau of Water Works' water facilities dated August 27, 1982, and a sketch showing their proposed relocation.

A certification prepared by Gary Kennen as to the Bureau's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to the Bureau dated May 28, 1982 was previously supplied to your office.

An appropriate permit for the utility's proposed relocation will not be issued as this is City street right of way.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4 as the relocation involves crossings of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the Bureau's facilities.

Your approval of the actual cost agreement, as evidenced above, and authorization to proceed with the work under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $189,846.

JMC/DES/llr
Enclosure
cc: E. S. Hunter
Jack M. Cartwright
Gary Kennen

26

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
5821 N.E. GLISAN STREET, PORTLAND, OREGON 97213

August 9, 1982

Telephone 238-8254
In Reply Refer to
File No.
26-1998

D. A. CONNOR
Water Engineer Supervisor
City of Portland
1800 S.W. 6th
Portland, OR 97204

Subject: S.E. 50th-S.E. 82nd Ave.
Mt. Hood Highway
(Powell Boulevard)

Versteeg c.c. V.
Anderson
Adams Copy
Olson
Sullivan P.W. Copy
Terpin
Trout
Wakerlig

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AUG 10 1982
ROAD DESIGN
SECTION

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Enclosed you will find our proposed irrigation system for Powell Boulevard (sheets 12 through 12D). We are requesting seven meters to serve this system. Would you please include this work and associated costs in your estimate and sketch map for this project.

Very truly yours,

Gary Kennen
GARY G. KENNEN
Metro Utilities Specialist

pa

sc: Justin Vincent
Jack Cartwright
Chuck Lobaugh

Enclosures

734-1896

9-[illegible]

26 N

STATE OF OREGON **INTEROFFICE MEMO**

Highway - Traffic

TRA 7-5

TO: D. N. Stoudenmeyer
Design Supervisor

DATE: June 18, 1982

FROM: L. E. George
Traffic Engineer

SUBJECT: Signing
SE 50th Avenue-SE 82nd Avenue Section
Mt. Hood Highway (Powell Boulevard)
Multnomah County

Attached are two prints of the approved sign study plans for the above noted project.

L E George

L. E. George - Traffic Engineer

ELS:ds
Attachments

cc: E. L. Hardt
M. D. Payne
T. H. Schwab

Versteeg
Anderson
1 Adams
Olson
Sullivan
Terpin
Trou
[illegible]

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JUN 18 1982
ROAD DESIGN SECTION

Do Not File ☐
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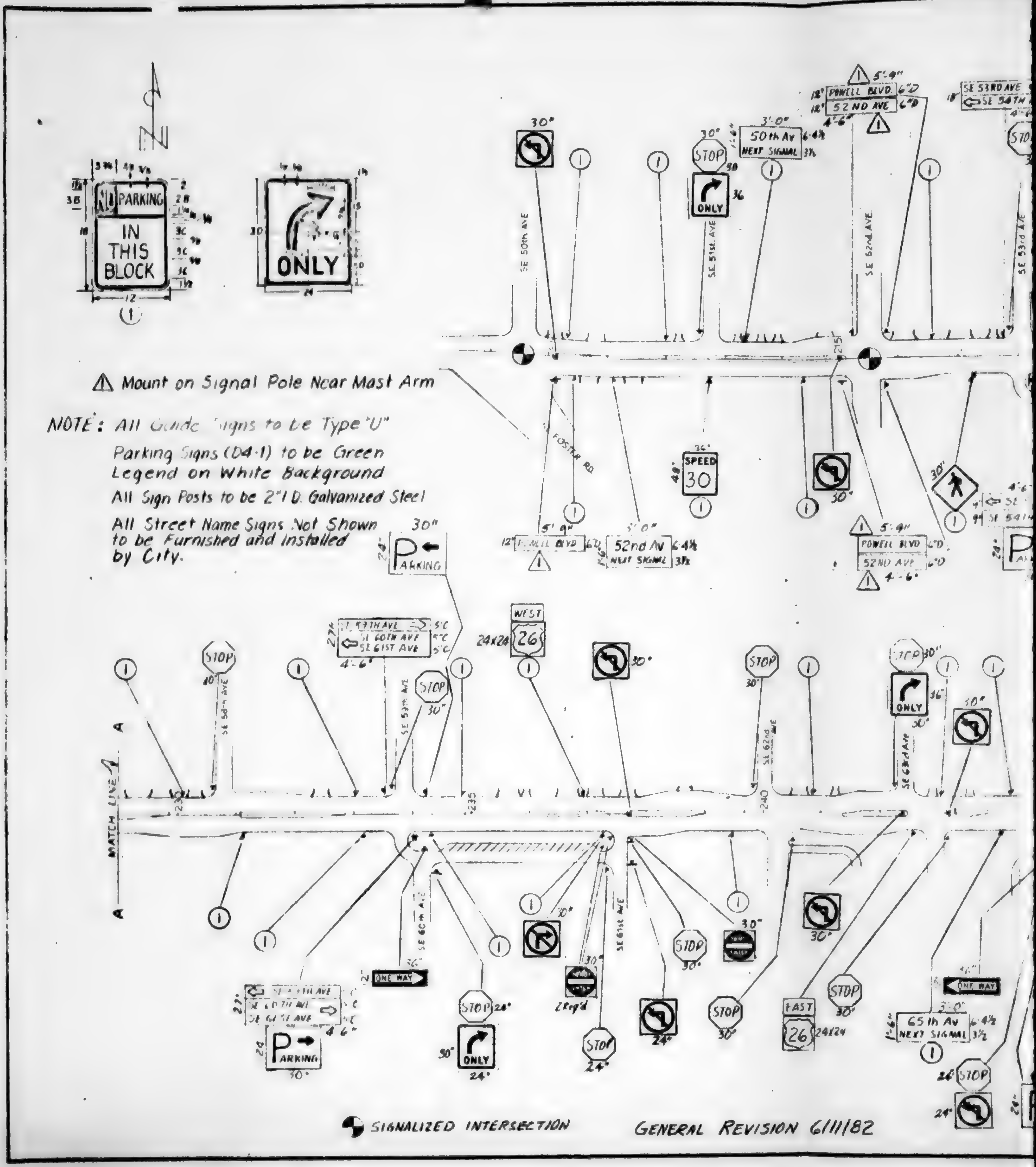
REFERRED TO
Beard WHB
1 Stoudenmeyer
Cole
Mann
Erikson
Watson
Hager
Dorn
Leu
Discuss Do File Due
FINAL DESIGN ENGINEER

1 plan kept by Beard


N
NO PARKING
IN THIS BLOCK
ONLY
30"
STOP
ONLY
50th Av
NEXT SIGNAL
POWELL BLVD.
52ND AVE
SE 53RD AVE
SE 54TH
SE 50th AVE
SE 51st AVE
SE 52nd AVE
SE 53rd AVE
FOSTER RD
215
SPEED
30
POWELL BLVD
52nd Av
NEXT SIGNAL
PARKING
SE 57TH AVE
SE 60TH AVE
SE 61ST AVE
WEST
26
24x24
SE 58th AVE
SE 59th AVE
SE 62nd AVE
SE 63rd AVE
MATCH LINE A
A
230
235
240
SE 60th AVE
SE 61st AVE
ONE WAY
DO NOT ENTER
2 Req'd
EAST
26
65th Av
NEXT SIGNAL

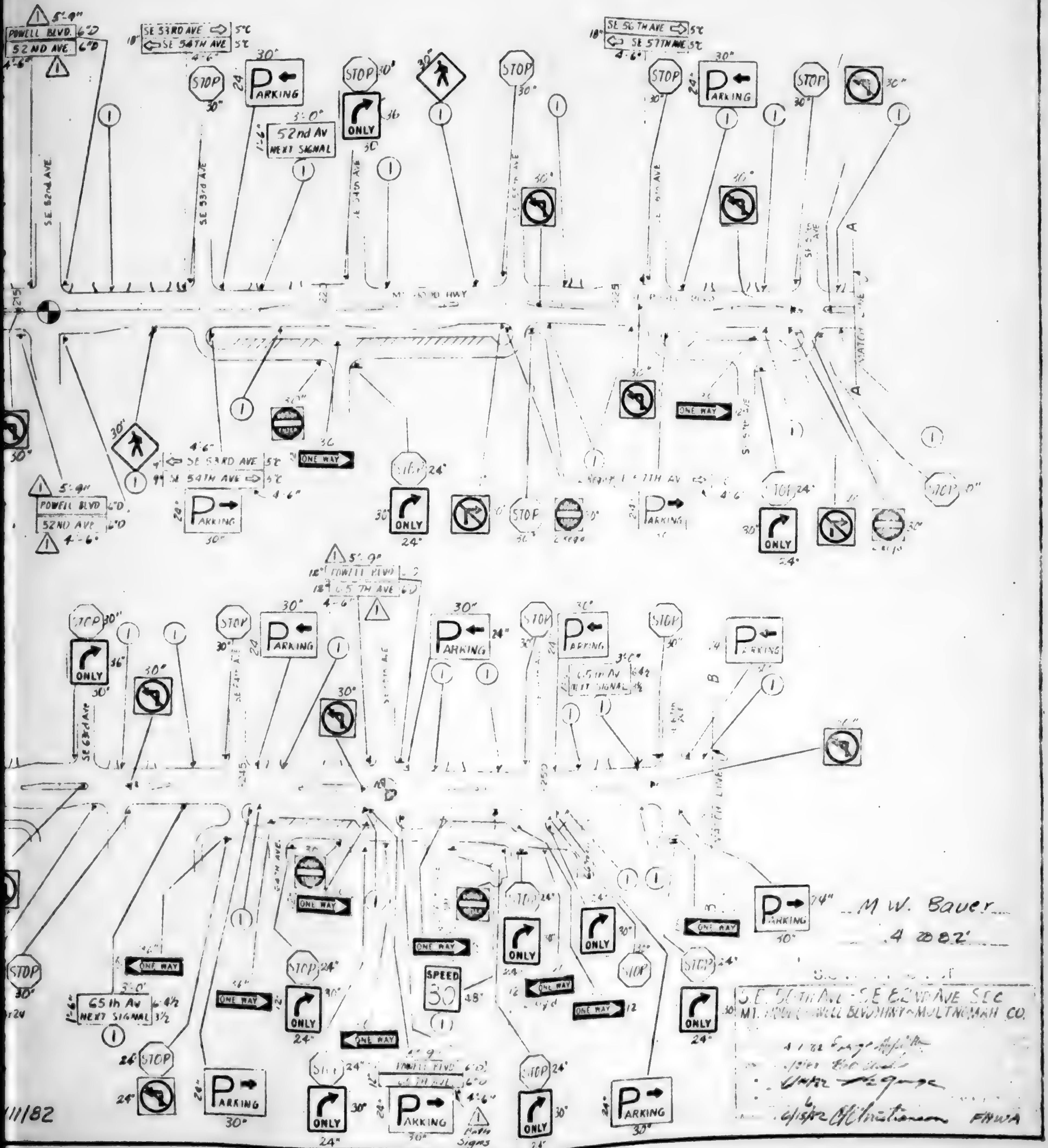
⚠ Mount on Signal Pole Near Mast Arm

NOTE: All Guide Signs to be Type "U"
Parking Signs (D4-1) to be Green Legend on White Background
All Sign Posts to be 2" I.D. Galvanized Steel
All Street Name Signs Not Shown to be Furnished and Installed by City.

SIGNALIZED INTERSECTION

GENERAL REVISION 6/11/82

Sheet 1 of 2



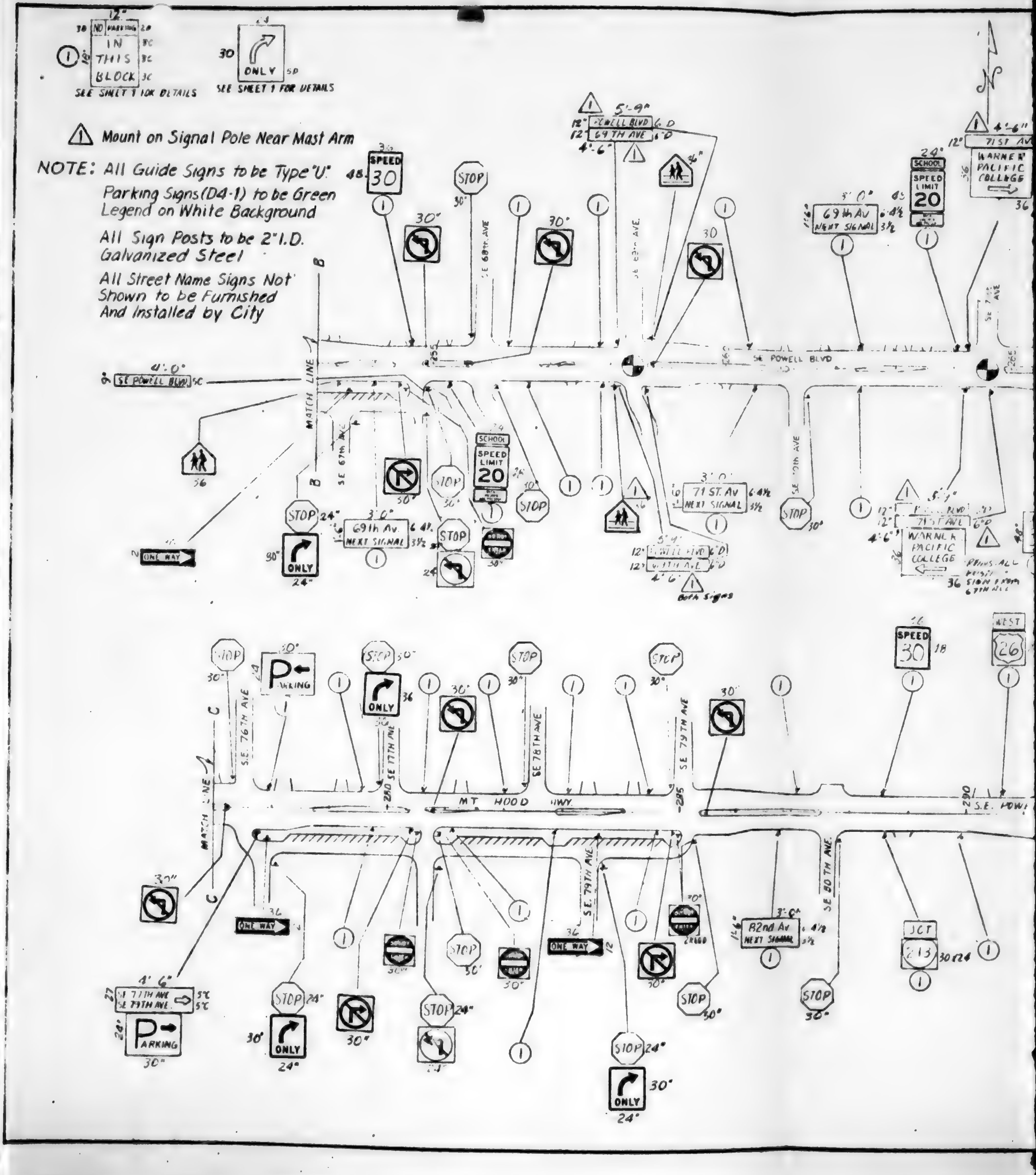
POWELL BLVD. 6"D
52ND AVE. 6"D
5'-9"
4'-6"
SE 53RD AVE ⇨ 5"C
⇦ SE 54TH AVE 5"C
SE 56TH AVE ⇨ 5"C
⇦ SE 57TH AVE 5"C
STOP
PARKING
ONLY
52nd Av NEXT SIGNAL
ONE WAY
SE 52nd AVE
SE 53rd AVE
SE 54th AVE
MT. HOOD HWY
POWELL BLVD
SE 53RD AVE
SE 54TH AVE
POWELL BLVD 6"D
52ND AVE 6"D
POWELL BLVD
65TH AVE 6"D
SE 63rd Ave
SE 64th AVE
65th Av NEXT SIGNAL
SPEED 30
MATCH LINE A
MATCH LINE B
A
B
Both Signs
30"
24"
36"
48"
①

M. W. Bauer
4 2082

S.E. 50th Ave - S.E. 82nd Ave Sec
Mt. Hood - Powell Blvd Hwy ~ Multnomah Co.

FHWA

11/82

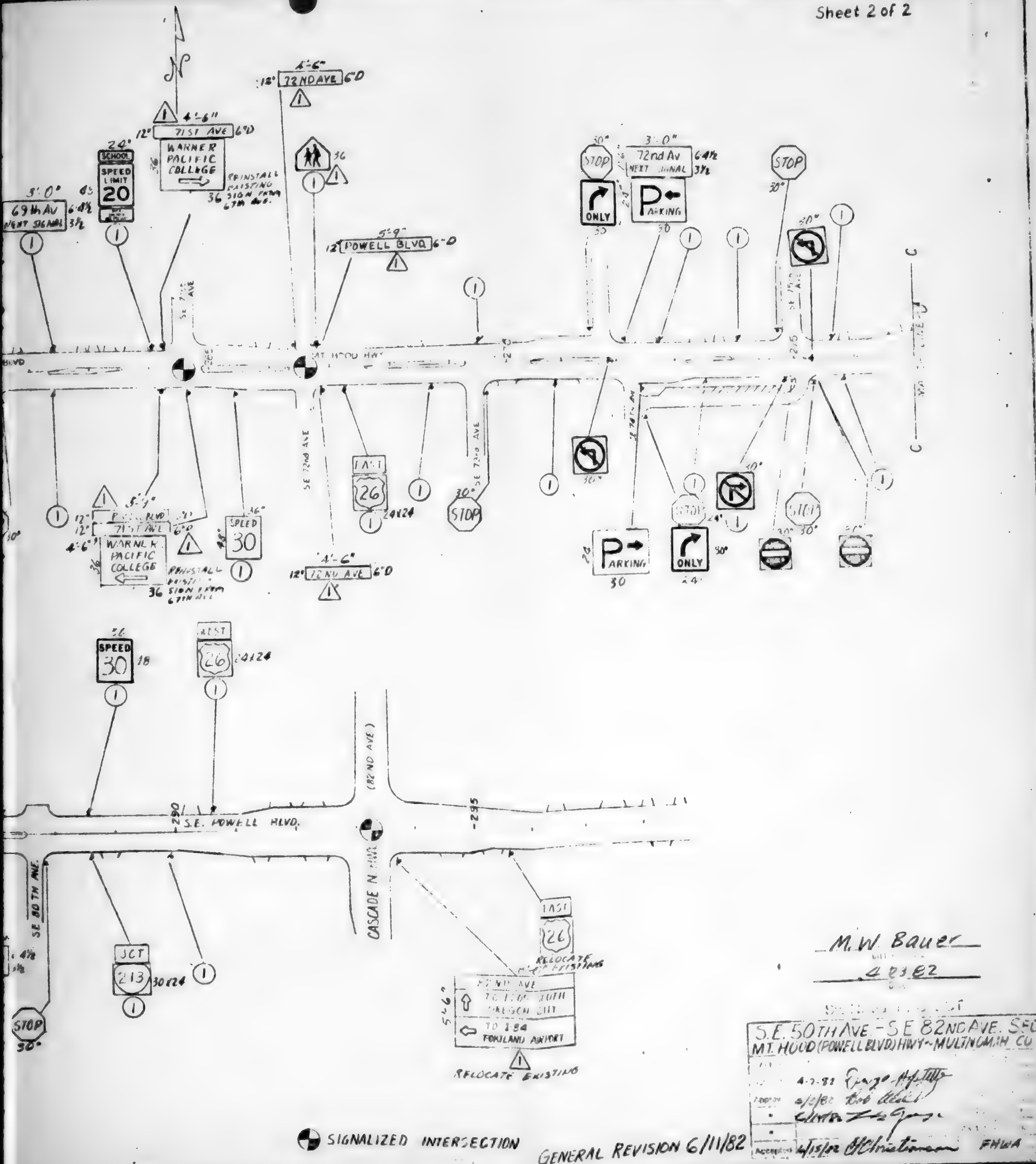


△ Mount on Signal Pole Near Mast Arm

NOTE: All Guide Signs to be Type "U".
Parking Signs (D4-1) to be Green Legend on White Background
All Sign Posts to be 2" I.D. Galvanized Steel
All Street Name Signs Not Shown to be Furnished And Installed by City

NO PARKING IN THIS BLOCK
SEE SHEET 1 FOR DETAILS
ONLY
SEE SHEET 1 FOR DETAILS
MATCH LINE
B
SE POWELL BLVD
SE 67th AVE
SE 68th AVE
SE 69th AVE
SE 70th AVE
SE 71st AVE
SE POWELL BLVD
69TH AVE
69th Av NEXT SIGNAL
71 ST. Av NEXT SIGNAL
71ST AVE
WARNER PACIFIC COLLEGE
SPEED 30
SPEED LIMIT 20
SCHOOL
STOP
ONLY
ONE WAY
Both Signs
N
C
S.E. 76TH AVE
SE 77TH AVE
SE 78TH AVE
SE 79TH AVE
SE 80TH AVE
MT HOOD HWY
S.E. POWE
PARKING
SE 77TH AVE
SE 79TH AVE
82nd Av NEXT SIGNAL
JCT 213
WEST 26

Sheet 2 of 2


N
4'-6"
12" 72ND AVE 6"D
4'-6"
12" 71ST AVE 6"D
WARNER PACIFIC COLLEGE
36
REINSTALL EXISTING SIGN FROM 67TH AVE.
24"
SCHOOL
SPEED LIMIT 20
3'-0"
69th AV
NEXT SIGNAL
6-4½
3½
36
5'-9"
12 POWELL BLVD 6"D
30"
STOP
3'-0"
72nd Av
NEXT SIGNAL
6-4½
3½
ONLY
24
30
PARKING
30
STOP
30"
30"
C
SE 71st AVE
MT HOOD HWY
BLVD
SE 72nd AVE
SE 73rd AVE
SE 74th AVE
SE 75th AVE
EAST
26
24x24
30"
STOP
30"
5'-9"
12" POWELL BLVD 6"D
12" 71ST AVE 6"D
4'-6"
WARNER PACIFIC COLLEGE
36
REINSTALL EXISTING SIGN FROM 67TH AVE
36
36"
SPEED 30
4'-6"
12" 72ND AVE 6"D
24"
STOP
30"
24
PARKING
30
ONLY
24
30"
30"
36
SPEED 30
18
WEST
26
24x24
290
S.E. POWELL BLVD.
(82ND AVE)
CASCADE N. HWY
-295
SE 80TH AVE.
JCT
213
30x24
STOP
30"
EAST
26
RELOCATE EXISTING
82ND AVE
TO I-205 SOUTH
OREGON CITY
TO I-84
PORTLAND AIRPORT
5'-6"
RELOCATE EXISTING
1

SIGNALIZED INTERSECTION

GENERAL REVISION 6/11/82

M.W. Bauer

4 23 82

S.E. 50TH AVE - S.E. 82ND AVE. SEC
MT. HOOD (POWELL BLVD) HWY ~ MULTNOMAH CO

4-7-82

5/3/82

Accepted 6/15/82 [illegible] FHWA

26

ROAD DESIGN SECTION

Ross Yamasaki
Metro R/W Section

a Olson
A.D. Olson
Preliminary Design Engineer

File #50864 Culver Property
50th Ave to I-205
Mt. Hood Highway (Powell Blvd.)
Multnomah County

May 20, 1982

1 Versteeg ✓
Anderson
2 Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
MAY 21 1982
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up
Action

Sketch 1 and 1-A show the existing condition. There are ± 26 existing stalls. All stalls seem to be ± 8' wide and at 90°, with two way aisles. All stalls, except the 10 in front of the building, will be lost to new construction. The 10 stalls in front of the building will have to be restriped because the remaining aisle is too narrow.

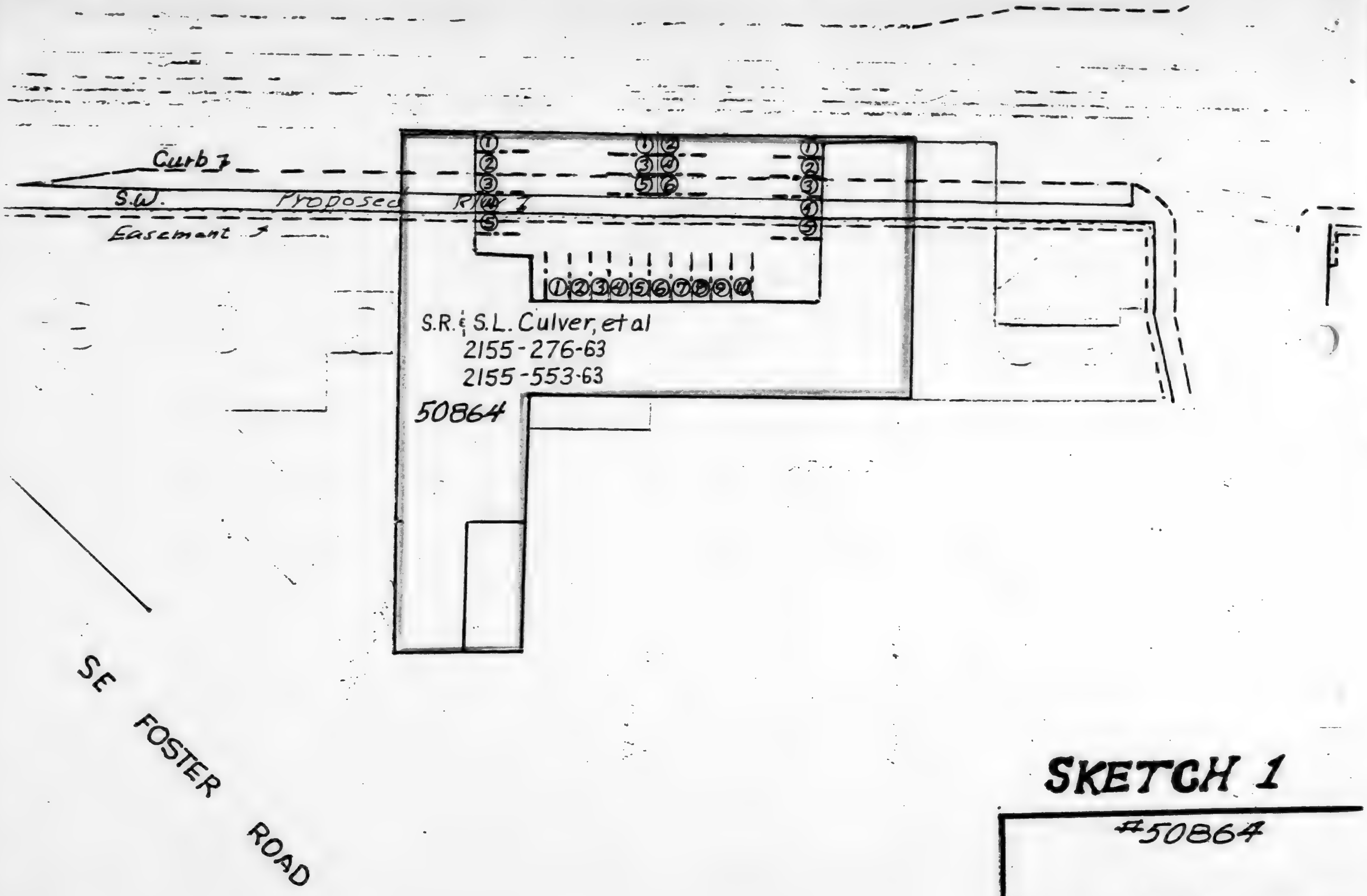
Sketch 2 shows how these 10 stalls can be restriped. Using 9' stalls at 60° angle and having a one way aisle, 10 stalls can be striped.

There are possible other designs that could be used, but this one seems to be the most logical.

If you have any questions, please contact me or Larry Stormo at 378-6276.

A.D.O:kg

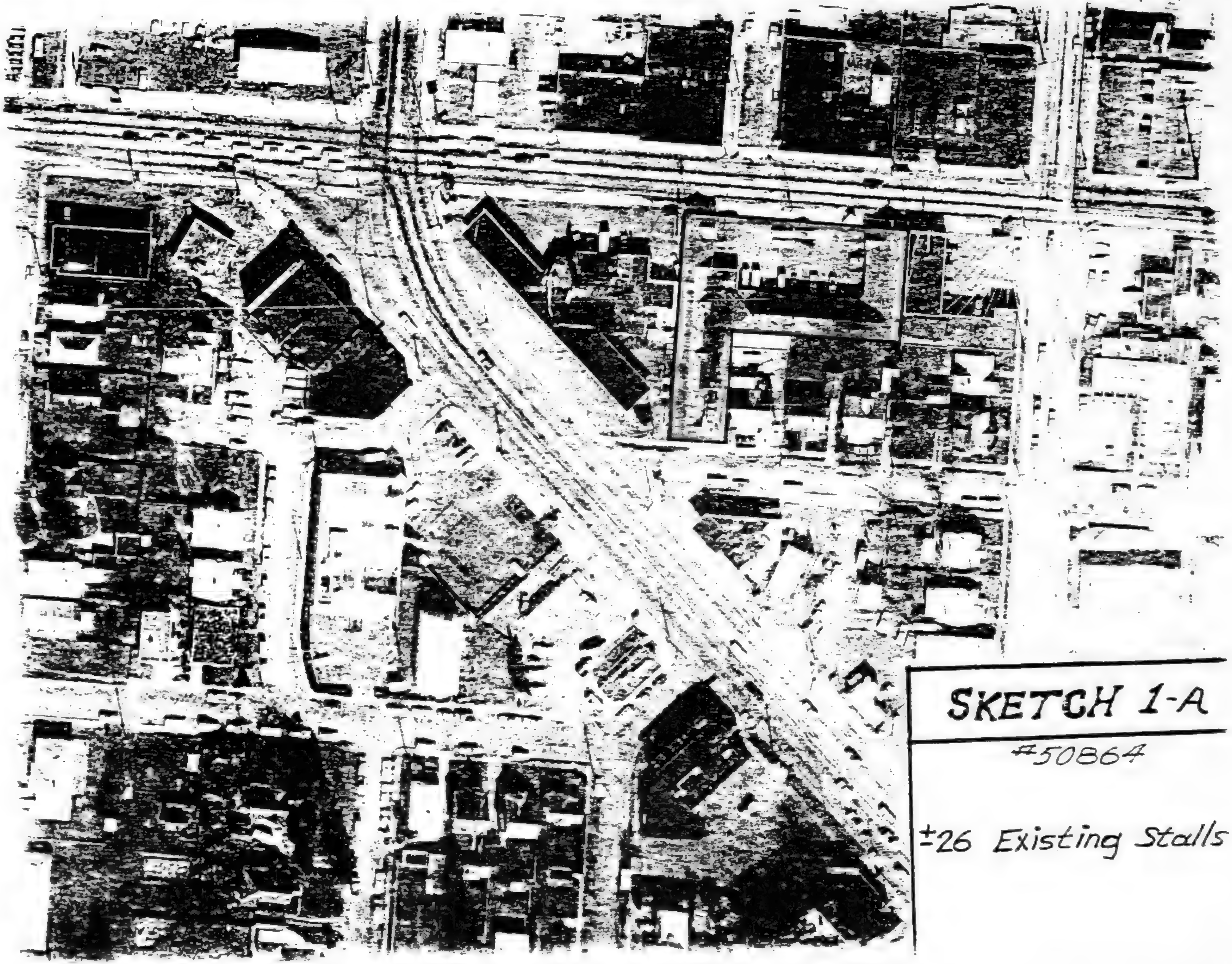
Attachment


Curb
S.W.
Proposed R/W
Easement
S.R. & S.L. Culver, et al
2155-276-63
2155-553-63
50864
SE FOSTER ROAD
1 2 3 4 5
1 2 3 4 5 6
1 2 3 4 5
1 2 3 4 5 6 7 8 9 10

SKETCH 1

#50864

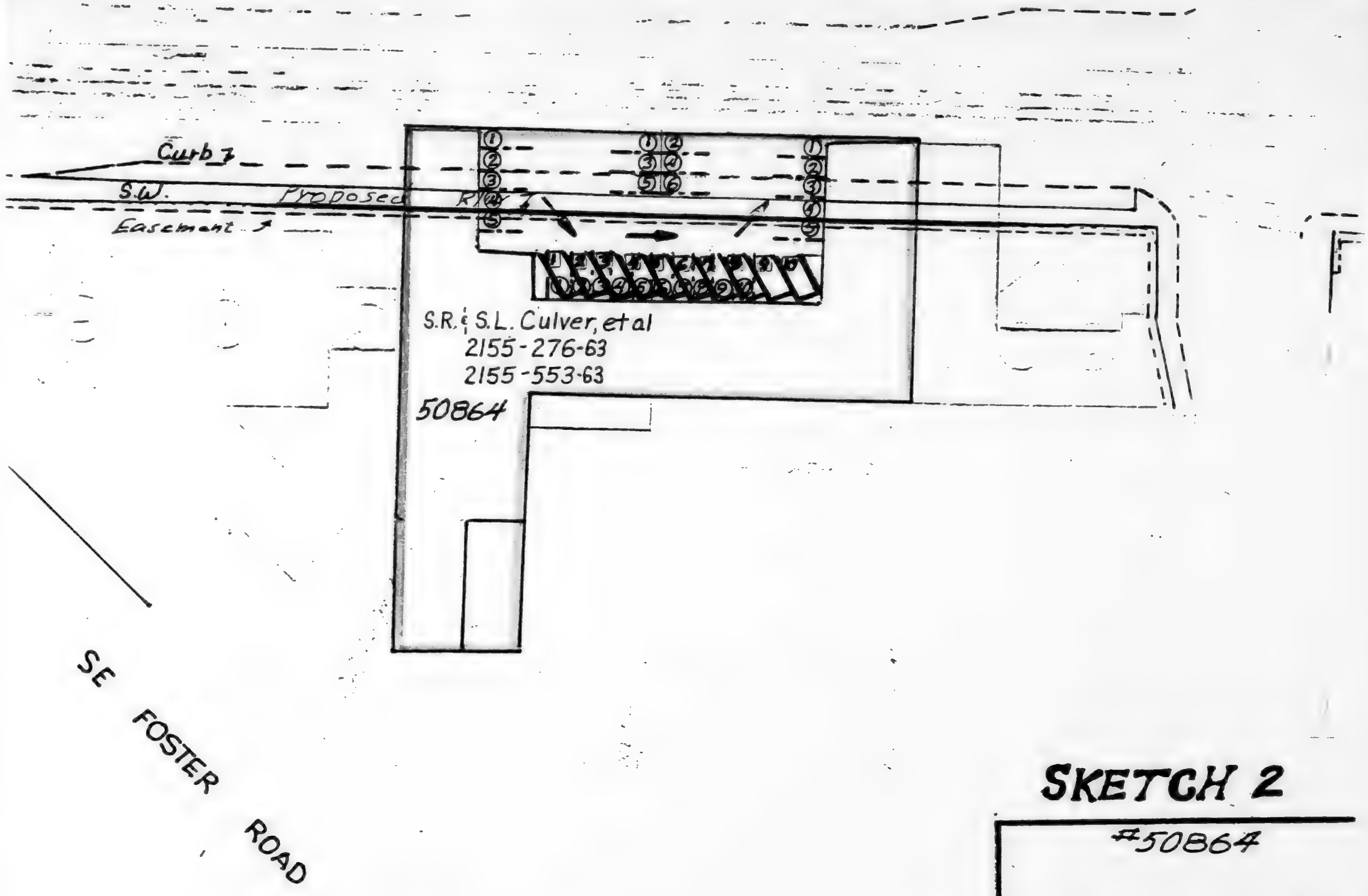
±26 Existing Stalls



SKETCH 1-A

#50864

±26 Existing Stalls


Curb
S.W.
Proposed R/W
Easement
S.R. & S.L. Culver, et al
2155-276-63
2155-553-63
50864
SE FOSTER ROAD

SKETCH 2

#50864

10 Proposed Stalls
9' stalls @ 60°∠
one way aisle

26

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: January 29, 1982

File No: 26-1998

TO: DONALD R. ADAMS
Final Design Engineer

FROM: Curtis H. Duval
CURTIS H. DUVAL
Metro Location Engineer

SUBJECT: Driveway R/W File No. 50880
S.E. 50th Ave.-S.E. 82nd Ave.
Powell Boulevard
Multnomah County

1 Versteeg ✓
Anderson
2 Adams A
Olson
Sullivan
Terpin
Trout
Wekerlig
looks good
D.

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ROAD DESIGN SECTION

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Attached for your information, a copy of a letter, a portion of the proposed right-of-way map, and a copy of the property owners proposed building layout on the remainder of his property. The architect has proposed a 20-foot driveway to be centered 35 feet from the westerly property line. (Shown in red).

There exists two driveways for the two adjoining properties today, this eliminates one driveway and moves the driveway further from S.E. 60th Avenue.

If this meets with your approval, please locate the driveway on our plans as proposed.

po

cc: Mike Brown

Advise your recommendations
Don

OK
A.

STATE OF OREGON

INTEROFFICE MEMO

TO: Curt Duval
Location Manager

DATE: January 22, 1982

FROM: Mike Brown Mike Brown
Metro R/W Agent

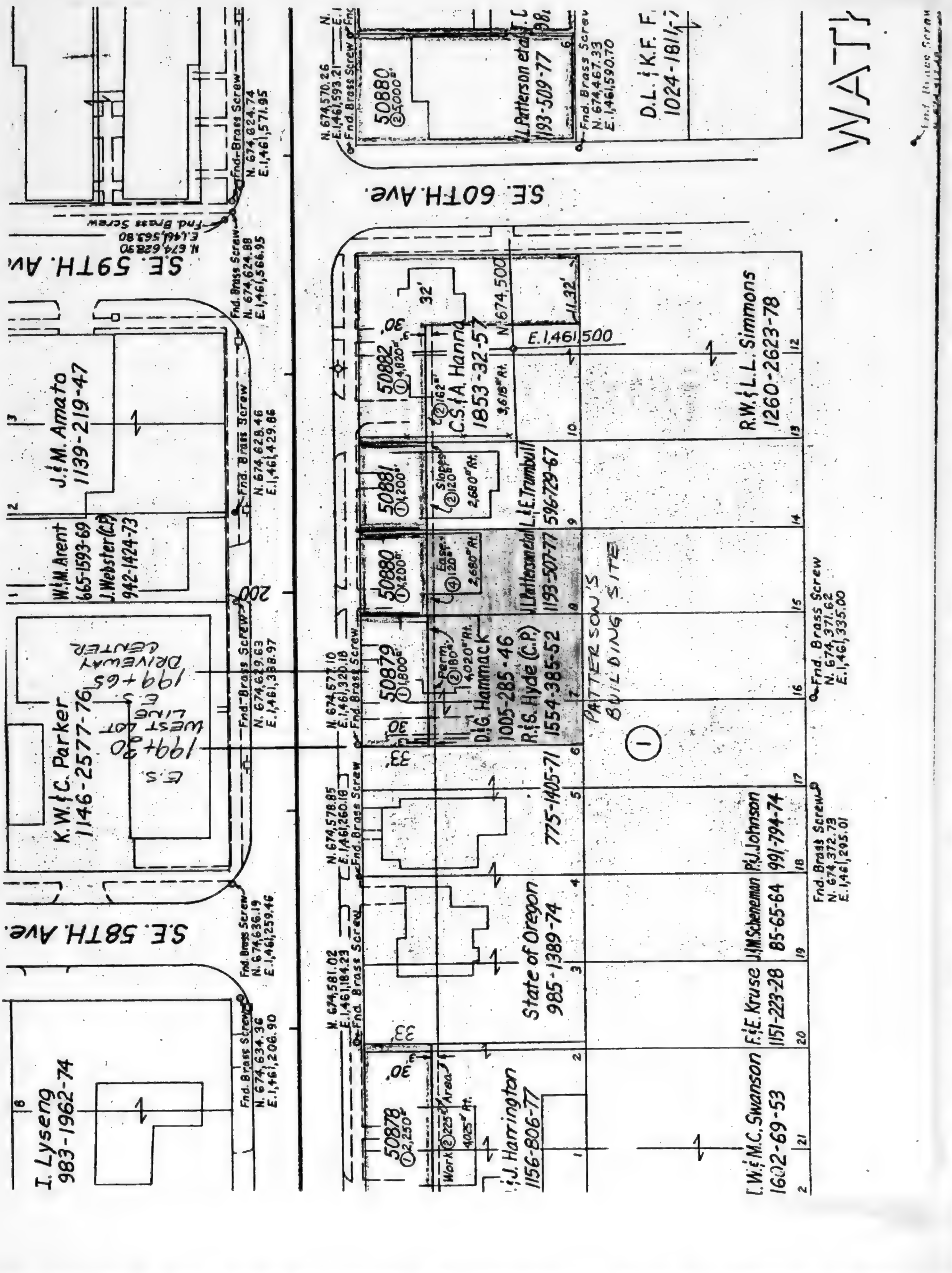
SUBJECT: SE 50th Ave. - SE 92nd Ave.
SE Powell Blvd. - R/W File 50880
Driveway Cut for Pat's Cyclery

Attached is the proposed site plan for the new shop to be constructed for Mr. Jim Patterson on the south side of SE Powell Blvd. between SE 58th Avenue and SE 59th Avenue. Mr. Patterson has asked that a 20' wide driveway cut which will connect his property to the finished grade of SE Powell Blvd. be provided as part of the project. The driveway is to be centered at a point 35' east of the westerly property line opposite Engineer's Station 199+65 and built to standard specifications.

MB:jb

Attachment

Contains
Recycled
Materials


S.E. 58TH. Ave.
S.E. 59TH. Ave.
S.E. 60TH. Ave.
I. Lyseng 983-1962-74
K.W.&C. Parker 1146-2577-76
W.&M. Arent 665-1593-69
J. Webster (C.P.) 942-1424-73
J.&M. Amato 1139-219-47
E.S. 199+30 WEST LOT LINE
E.S. 199+65 DRIVEWAY CENTER
200
Fnd. Brass Screw N. 674,634.36 E.1,461,206.90
Fnd. Brass Screw N. 674,636.19 E.1,461,259.46
Fnd. Brass Screw N. 674,629.63 E.1,461,388.97
Fnd. Brass Screw N. 674,628.46 E.1,461,429.86
Fnd. Brass Screw N. 674,624.88 E.1,461,566.95
Fnd. Brass Screw N. 674,628.30 E.1,461,563.80
Fnd. Brass Screw N. 674,624.74 E.1,461,571.95
N. 674,581.02 E.1,461,184.23 Fnd. Brass Screw
N. 674,578.85 E.1,461,260.18 Fnd. Brass Screw
N. 674,577.10 E.1,461,320.18 Fnd. Brass Screw
N. 674,570.26 E.1,461,593.21 Fnd. Brass Screw
50878 ② 2,250□'
Work Area ② 225□' 4025'' Rt.
50879 ① 1,800□'
Perm. ② 180□' 4020'' Rt.
50880 ① 1,200□'
Ease. ④ 120□' 2,680'' Rt.
50881 ① 1,200□'
Slopes ② 120□' 2,680'' Rt.
50882 ① 4,820□'
② 162□' 3,615'' Rt.
50880 ② 5000□'
J. Harrington 1156-806-77
State of Oregon 985-1389-74
775-1405-71
D.G. Hammack 1005-285-46
R.&S. Hyde (C.P.) 1554-385-52
J.L. Patterson et al 1193-507-77
L.E. Trumbull 596-729-67
C.S.&A. Hanna 1853-32-57
J.L. Patterson et al 1193-509-77
D.L.&K.F. F 1024-1811-7
PATTERSON'S BUILDING SITE
①
N. 674,500
E. 1,461,500
32'
11.32'
30'
33'
T.W.&M.C. Swanson 1602-69-53
F.&E. Kruse 1151-223-28
J.&M. Scheneman 85-65-64
P.&J. Johnson 991-794-74
R.W.&L.L. Simmons 1260-2623-78
Fnd. Brass Screw N. 674,372.73 E.1,461,295.01
Fnd. Brass Screw N. 674,371.62 E.1,461,335.00
Fnd. Brass Screw N. 674,467.33 E.1,461,590.70
WAT
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NOT
MICROFILMED
ORIGINAL
DOCUMENT
IN FILE

006526

DES 16 26

ROAD DESIGN SECTION

Curtis Duval
Location Manager

January 26, 1982

Original Signed by D. R. ADAMS

Don Adams
Final Design Engineer

S. E. 50th Ave.-S.E. 82nd Ave.(Portland) Sec.
Mt. Hood Highway
Multnomah County

1 Verstoeg ✓
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

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JAN 27 1982
ROAD DESIGN SECTION

Do Not File ☐
Return To ☐
Bring Up __/__/__
Action

At your request, we are sending you a copy of the proposed typical section and a plan showing the elevations at the back of the southerly walk on the above subject project between Sta. 231+00 and Sta. 234+00.

Your attention is called to the fact that our plans on this project are still in the preliminary stage and, therefore, the above information could be subject to some change.

NEM:rw

Enclosure

cc: N. E. Mann

26

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: October 22, 1981

File No: 26-1998

TO: J. H. VERSTEEG
Road Design Engineer

FROM: JIM McCLURE
Project Development Engineer

SUBJECT: Additional Landscaping
S.E. 50th - 82nd Ave. Section
Powell Boulevard
Multnomah County

1 Versteeg
2 Anderson
4 Christensen
Olson
5 Sullivan
Terpin
Trout
Wakerlig

Art
Paul
ob

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OCT 23 1981
ROAD DESIGN SECTION

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Action

The City is requesting that additional landscaping and irrigation of three areas, which are located in the previously constructed portion of Powell Boulevard (Unit 1), be included in the next contract. As discussed in Dave Hill's attached letter, these areas were to be landscaped under the Unit 1 project, but somehow, were omitted. Our staff concurs with the City's request to include the landscaping of these areas into the 50th - 82nd Ave. section.

Under the Unit 1 contract, topsoil and bark mulch was placed in these areas along with a few street trees planted by the City. Attached is Leon Brock's memo on his review of the areas along with some photographs. Mike Lucker is currently working with the City staff on the landscaping for the next contract which should also include these areas.

REFERRED TO
Board Staudenmayer
Cole Mann
Erikson Hansen AH
Hager Dorn Leu
Return Discuss Do [✓ File Copy] Due
BY FINAL DESIGN ENGINEER

po

cc: Don Adams
Leon Brock

Attachment

Rachel:
We would like to retain the photos in our file
Mike

Photos in landscape file
RW.

TY OF
PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Office of Public Works Administrator
621 S.W. Alder
Portland, Oregon 97205

MA PDM PDE TSE SPC
ODOT - METRO
JUL 14 1981
AMS PPS TE PPC FILE T/A

July 10, 1981

Bob Bothman
ODOT-Metro
5821 NE Glisan Street
Portland, Oregon 97213

Dear Bob,

This spring the City received several complaints about the landscaping on Powell Phase I (Ross Island Bridge to 50th Avenue section). I reviewed the City/State agreement for this project and determined that after acceptance by the City, the landscaping, except for that at the McLoughlin - Powell connection was the City's maintenance responsibility. Wayne Oberding, the Bureau of Street & Structural Engineering's construction supervisor, wrote a letter to the State accepting the work in August 1980, subject to establishment of the landscaping at the end of the establishment period, October 1980.

Steve Riddell went out to look at the project landscaping to get some idea of what we were turning over to the Park Bureau, who will maintain the landscaping. He found that in addition to a heavy crop of weeds at all locations, 3 locations had not been landscaped or provided with any irrigation facilities at all. These locations are: the two islands on the northwest side of the intersection of Milwaukie and Powell and the earth area left by the closure of Waverleigh Blvd. near 28th Avenue. The final plans did not include landscaping at these locations and we didn't notice the lack when we reviewed and approved the plans.

At public meetings, the public hearing and in the negative declaration, one of the listed project features was landscaping. The scope of the landscaping was reduced during final design to eliminate the potential maintenance problem of continuous planted parking strips. The three locations which are now planted were expected to be landscaped.

Cliff Christianson of the Federal Highway Administration has told us this landscaping can be installed now, as a separate project utilizing Federal Funds or can be added to the Powell 2 (50th to 92nd project). John Hovenkotter of the Park Bureau's maintenance Division has agreed the Park Bureau can wait until Powell 2 is scheduled to be constructed to have the islands landscaped.

McClure - Please see that these areas are landscaped as requested and advise City

He and Steve Goetz, the City Forester, will meet with me to discuss landscaping standards along Boulevards in general and at these locations in detail.

By this letter the City of Portland formally requests that landscaping including installation of irrigation system at the two islands at Milwaukie and Powell and at the closure of Waverleigh Boulevard be added to the Powell 2 (50th to 92nd) Project.

If you need any additional information to add this to the Powell 2 Project, please let me know and I will attempt to get it for you.

Sincerely yours,

L. David Hill

L. David Hill, Engineer IV
Program Management Division

LDJ:daj

cc: John Hovenkotter, Steve Goetz, Don Adams, Leon Brock

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INT[illegible]OFFICE MEMO
Telephone: 238-8226
Date: August 24, 1981

File No: 26-1998

TO: JIM McCLURE
Project Development Engineer

FROM: LEON BROCK Leon Brock
Project Coordinator

SUBJECT: Powell Blvd.

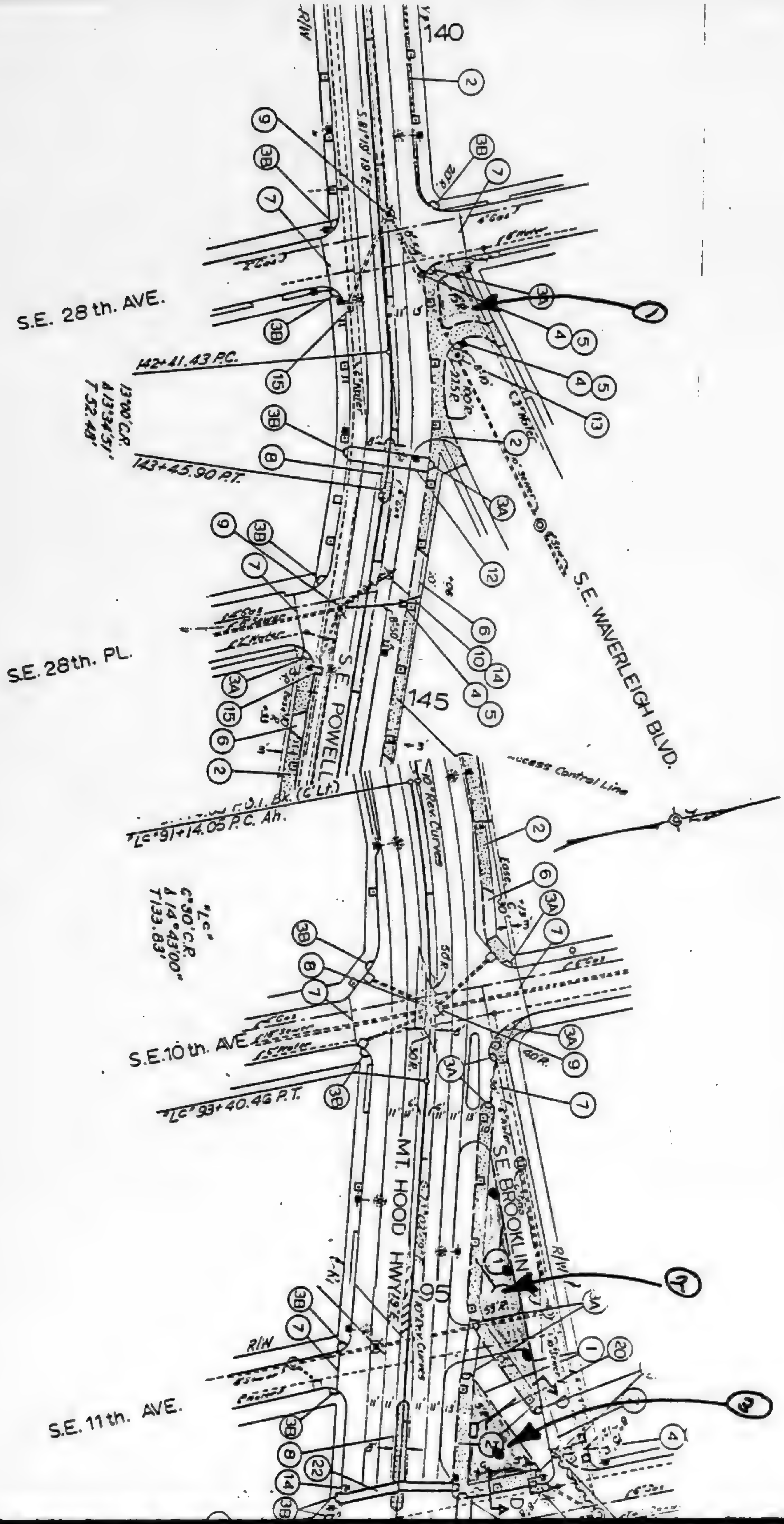
Attached is a map and photos showing the three areas discussed in Mr. Hills's letter of July 10, 1981. All three areas have topsoil and bark mulch at present. Area 2 has three trees and area 3 has one tree. There are no sprinkler systems or plantings in the areas.

As I understand Mr. Hills' letter, the City is requesting that irrigation systems and landscaping in all three areas be constructed under the Powell II, 50th to 82nd contract. The total area involved is only about 6,500 sq. ft., and should present no unique problems.

po

cc: D. R. Adams

Attachment


140
S.E. 28 th. AVE.
142+41.43 P.C.
13°00' C.R.
Δ 13°34'51'
T 52.48'
143+45.90 P.T.
S.E. 28th. PL.
S.E. POWELL
145
S.E. WAVERLEIGH BLVD.
Access Control Line
F.S.I. Bk. (6' Lt.)
"Lc" 91+14.05 P.C. Ah.
"Lc"
6°30' C.R.
Δ 14°43'00"
T 133.83'
S.E.10 th. AVE
"Lc" 93+40.46 P.T.
MT. HOOD HWY 19 E
S.E. BROOKLIN
95
R/W
S.E. 11th. AVE.
1
2
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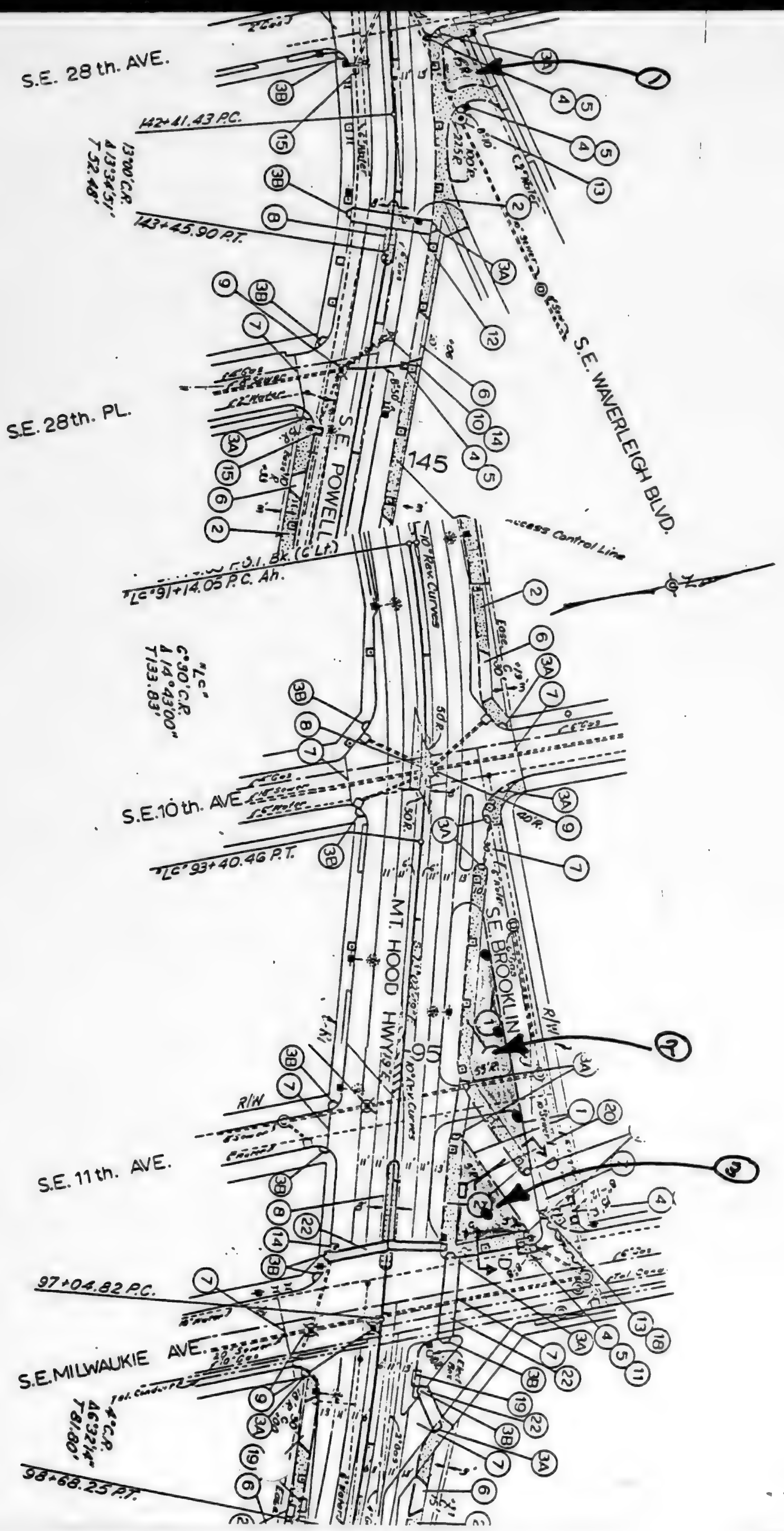

S.E. 28th. AVE.
142+41.43 P.C.
13°00' C.R.
Δ 13°34'51"
T 52.48'
143+45.90 P.T.
S.E. 28th. PL.
S.E. POWELL
145
S.E. WAVERLEIGH BLVD.
Access Control Line
"Lc" 91+14.05 P.C. Ah.
"Lc"
6°30' C.R.
Δ 14°43'00"
T 133.83'
S.E. 10th. AVE.
"Lc" 93+40.46 P.T.
MT. HOOD HWY.
95
S.E. BROOKLIN
R/W
S.E. 11th. AVE.
97+04.82 P.C.
S.E. MILWAUKIE AVE.
4° C.R.
Δ 6°32'1/4"
T 81.80'
98+68.25 P.T.
1
2
3

Don Adams
Project Development Manager

ORIGINAL SIGNED
DUANE O. CHRISTENSEN
Duane O. Christensen
Final Design Engineer

October 3, 1980

S.E. 50th/I-205 Section
Mt. Hood Highway
Multnomah County

Your request in your letter of September 26 to split this project into two portions has been reviewed with the Traffic Section. As it was discussed with you by telephone, there is an east-west traffic flow problem through the 82nd Avenue Intersection. The Traffic Section has suggested that if it is at all possible we should make the split at S.E. 80th so that the east-west traffic lanes through 82nd Avenue can be aligned properly.

Would you review this and advise us as to your findings. Attached is a map showing a proposed taper from 80th to 82nd.

NEM:ab
cc: N. E. Mann
L. E. George

1273 — 26 [illegible]

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: September 26, 1980

TO: J.H. VERSTEEG
Road Design Engineer

File No: 26-1998

FROM: D.R. ADAMS D.R. Adams
Project Development Manager

SUBJECT: S.E. 50th-I-205 Section
Powell Boulevard Phase 2

With the impending opening of I-205 to Powell, interest has revived in an early construction contract for the S.E. 82nd to 92nd portion of the Powell Boulevard project, S.E. 50th to S.E. 92nd.

It appears that with the acquisition of three to four properties requiring no residential displacement, a contract could be let for that portion of Powell Boulevard in about six months. Metro Staff has secured agreement from the City of Portland and Multnomah County to accelerate this section to handle the additional traffic load from I-205.

I am therefore asking you to split the project design at 82nd Avenue and prepare a final design for that portion from 82nd to 92nd for a contract in the spring of 1981. Recent modifications to the intersection at 82nd and Powell, adding left-turn refuges, should make that a logical terminus and not require introduction of the taper section on the west side of 82nd.

I have already asked the local Right-of-Way office to put the acquisition of property east of 82nd high on their priorities for this project. If you forsee problems in meeting this schedule, please advise.

DRA:SDC:hw

cc: E.S. Hunter
R.N. Bothman
J.B. Boyd
D.H. Moehring
L.C. Grothaus
J.D. McClure
M.J. Klotz
C.H. Duval
S.D. Crouch

1 Versteeg 1
Anderson
3 Christensen Doc
2 Olson [illegible]
Sullivan
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SEP 29 1980
ROAD DESIGN SECTION

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REFERRED TO
Beard
Stoudenmeyer
Cole
Mann KEM
Eriksen
Watson
Hager
Dorn
Leu
Return [✓ Discuss] Do File Copy Due
BY FINAL DESIGN ENGINEER

We have a plan that is workable and has been reviewed by Traffic. We will proceed with a contract for this section. Don

ROAD DESIGN 378-6558

J. B. Boyd, Manager
Right of Way Section

August 27, 1980

J. H. Versteeg
Road Design Engineer

Powell Phase II
52nd - 92nd
Mt. Hood Highway
Multnomah County

As requested we have established right of way lines across State of Oregon property on the subject project.

Enclosed are two prints of Map 9B-17-3 showing file numbers when the properties were acquired as well as areas of right of way easements and remainders for this project. A tabulation of these data follows:

File Number	R/W	Easement	Remainder
44655	7,700 Sq. Ft.	2,100 Sq. Ft.	7,700 Sq. Ft.
46787	3,950	225	825
44946	5,000	--	--
46673	5,000	--	--
44439	5,000	--	--
44654	5,000	--	--
47458	2,280	380	4,940
44925	1,800	300	3,900
46775	4,895	--	--
44262	29,768	--	90,852
44111	6,237	1,782	20,481
44953	2,244	641	7,321
41880	4,577	1,330	--
43911	7,805	2,363	12,029
45967	6,648	1,900	36,879
45984	2,916	417	4,997
45987	5,222	746	17,115
45990	3,675	525	12,075
45991	1,778	263	6,037
45993	1,942	577	6,347
45996	2,020	577	6,347
45997	2,020	577	6,347
46000	2,020	577	6,347
44753	6,062	866	19,918

By: ORIGINAL SIGNED BY
W. H. WAKERLIG

W. H. Wakerlig
R/W Description Engineer

WHW:rlr

ROW 26

STATE OF OREGON

INTEROFFICE MEMO

TO: J. H. Versteeg
Road Design Engineer

DATE: August 1, 1980

FROM: J. B. Boyd
Right of Way Manager

SUBJECT: Phase II
52nd-92nd
Mount Hood Highway

Please establish the right-of-way lines across the State of Oregon property on this project. We have numerous problems with tenants on this project and it is mandatory that we understand the amount of property required for the project. First priority is the property between 84th and 92nd, but I need all the properties.

As a general rule when establishing right-of-way for a project, State of Oregon property should have the right-of-way required for the immediate project established at the same time all properties are described.

JBB:jh

1 Versteeg ✓
Anderson
Christensen
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Sullivan
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Trout
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ROAD DESIGN SECTION

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Action

NOTED
ROBERT R. ROUNDS
AUG 4 1980

completed 8-27-80

Contains Recycled Materials
81-125-1387

SP*75083-125

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2

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

February 8, 1980

FILE: 26-1998 (330)

Stephen D. Crouch

FROM: Stephen D. Crouch
Senior Project Coordinating Engineer

TO: Adrian Olson
Preliminary Design Engineer

SUBJECT: S.E. 50th to S.E. 92nd Section
Powell Boulevard
Bus Turnouts

I discussed the 50th and Powell bus turnout proposals with Mike Bauer and Mario Martini, City Traffic. Both agreed that bus turnouts on the far side of signalized intersections were most desirable. With this in mind, a turnout should be provided on the southeast corner of 50th and Powell for eastbound buses.

To provide a far side turnout on the northwest corner would require tearing up recently completed construction work. Bauer and Martini have stated that either a westside turnout or no turnout would be appropriate. Jim McClure says to go with no turnout in that location.

All support for a near side combination bus turnout and right turn lane at the northeast corner of 50th and Powell has disappeared. The turning volume does not warrant a right turn lane, there isn't enough room without a major right-of-way purchase, and it is an undesirable position for a bus turnout.

The direction then, is to incorporate a design for a bus turnout on the southeast corner of Powell Boulevard and 50th (Foster Road) only.

Martini promised me a letter confirming this action on January 11, 1980. Rather than wait any longer for it, I've elected to pass this decision along. I'll forward a copy of the letter as soon as I receive it.

SDC:PE

cc: J. D. McClure
M. J. Klotz

Copy put w/ job

Versteeg
Anderson
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Olson
Sullivan
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Trout
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FEB 1 1 1980
ROAD DESIGN SECTION

Do Not File ☐
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Bring Up /
Action

OREGON STATE HIGHWAY DIVISION

SUBJECT: Powell 2

DATE: 11-30-79

TO: E.J. Dunn

FROM: Steve Crouch

Tri-met has requested and we concur that ~~a~~ bus turnouts should be constructed ~~at~~ on Powell Blvd on the east side of 50th.

The SE corner turnout should be your standard far side of intersection plan. The NE corner turnout should be combined with a right turn lane, having 100' storage and 125' taper, 11' wide.

I've consulted city and state design, planning and traffic representatives and all support this design.

Please revise your design to reflect this change. You might also consider elimination of the driveways closest to the corner on both the north and south side of the street.

Steve Crouch
(SIGNATURE)

PLEASE REPLY HERE

Revision to Prel. Design & R/W modifications approved.
11/30/79

12/3/79
To Adrain Olson
E.J. Dunn

Changed their minds 2/8/80
acl.

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DEC 04 1979
ROAD DESIGN SECTION

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___ Anderson ___
___ Christensen ___
I Olson acl.
___ Sullivan ___
___ Terp'n ___
___ Trout ___
___ Weber ___

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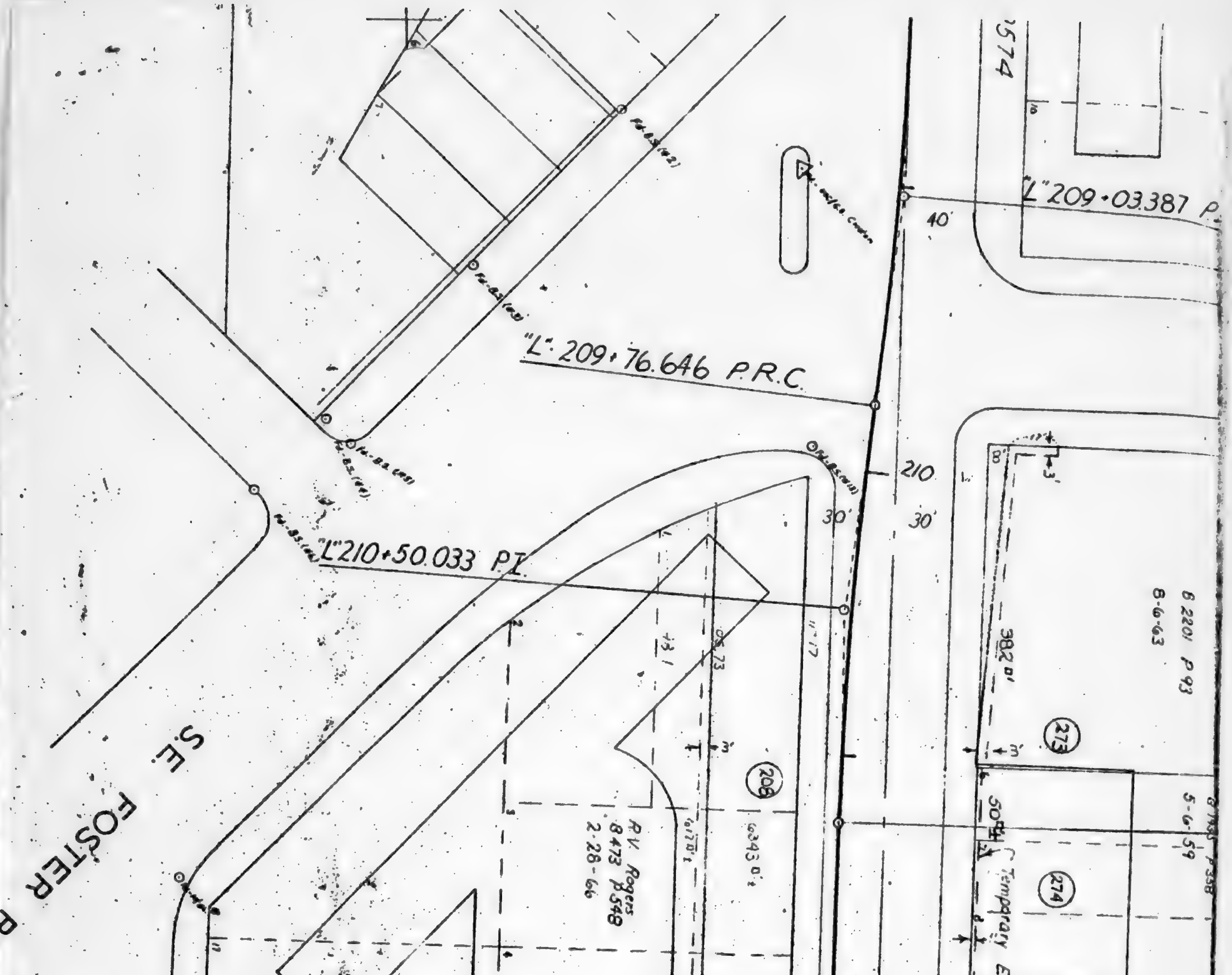
...ing to ___/___/___
Action ___

CC: ___ (SIGNATURE) ___ (DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING NO. 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

1



S.E. FOSTER R
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"L"210+50.033 P.I.
"L"209+03.387 P.
574
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R.V. Rogers
B 473 P 548
2-28-66
208
6343 ∅'±
H.W. Cooper
B 1011 P1681-2
12-10-75
206
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R.E. & M.H. Nase
B 1142 P825
10-27-76
205
Temporary
Easement - Work Area
S.R. & S.L. Culver (3/4)
N.E.C.
B 2155 P276
2-15-63
B 2155
2-15-63
207
6000 ∅'±
B 2201 P 93
8-6-63
382 ∅'
273
274
275
5-6-59
Temporary Easement - Work Area
Commissary, Inc
B 905 P163
10-6-67
B.E. & O.L. Lauer
B 1027 P1094
Also B 1119 P1570
8-4-61
110 ∅'±
276
3'
3'
S

26

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

METRO TECHNICAL SERVICES

February 7, 1980

FILE: 26-1998

FROM: MAX J. KLOTZ
Metro Technical Services Engineer

TO: ADRIAN OLSON
Preliminary Design Engineer

SUBJECT: 50th - 92nd Avenue Section
Powell Blvd.
Mt. Hood Hwy.
Multnomah County
Prefix 26-1998

Written

Regarding the 82nd intersection, the portion of the building in question is actually an awning. The building itself should not be affected.

Reduction of the 20 ft. parking at SE 66th would result in reduction of the 20 ft. curb radius at the new intersection with Powell Blvd.

The reduction of the radius from 20 ft. to 18 ft. was discussed with the City. Their standard is a 20-ft. radius and due to fire truck access, do not wish to reduce this radius in this case. Therefore, we request the design be left as it is.

Revised alignment to get 20' radius
Copy sent to Metro
a.O. 2/12/80

CHD:js

Versteeg
Anderson
Christensen
[✓ Olson] a.O.
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
FEB 8 1980
ROAD DESIGN SECTION

Do Not File ☐
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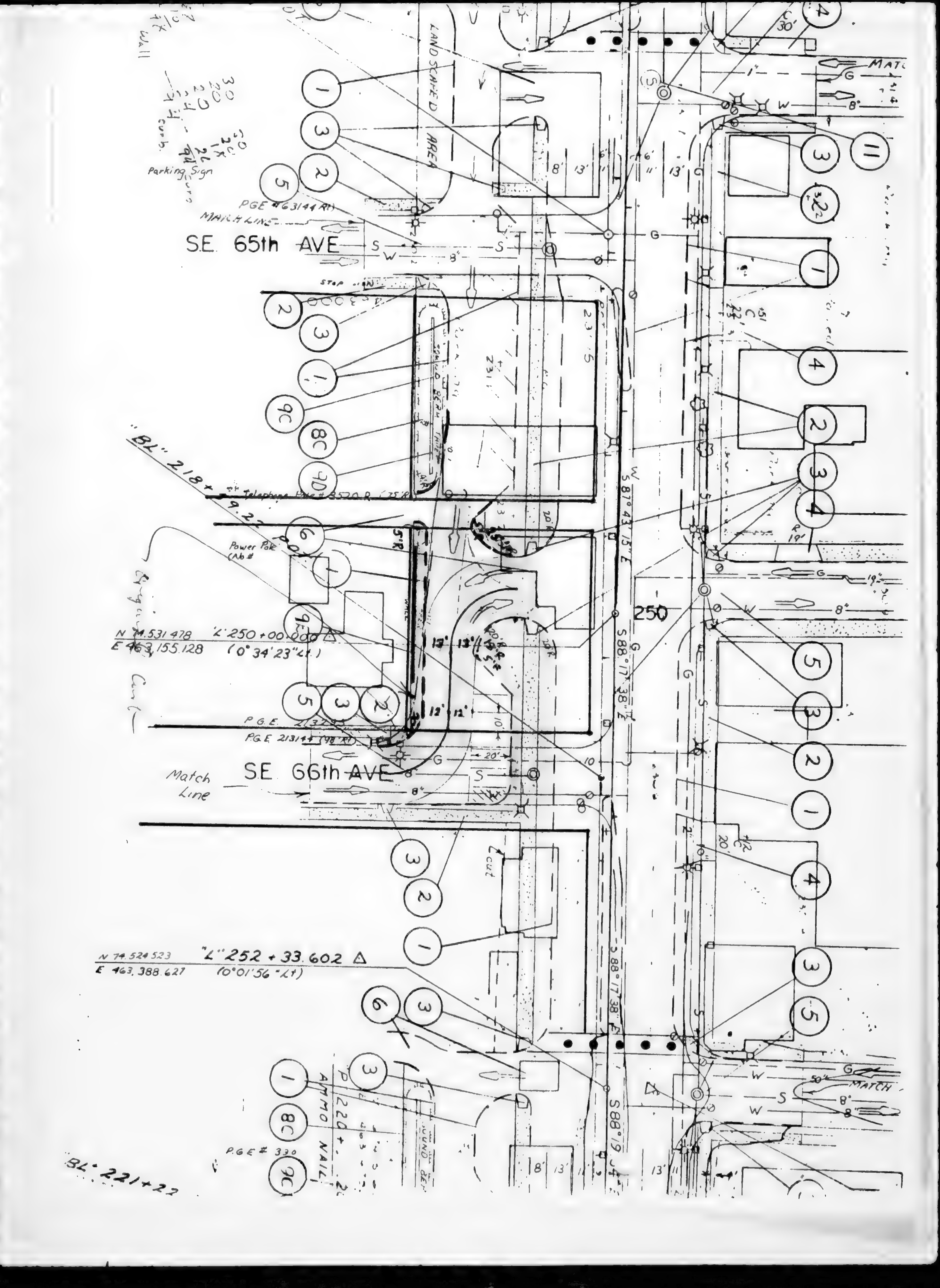
Bring Up / /
Action


LANDSCAPED AREA
Parking Sign
PGE #63144 Rt
MATCH LINE
S.E. 65th AVE
STOP SIGN
SOUND BERM
"BL" 218 + 9.27
Telephone Pole #3520 R (35' Rt)
Power Pole (Ab#
N 74.531.478
E 463.155.128
"L" 250 + 00.000 △
(0°34'23" Lt.)
P.G.E. 213144 (98' Rt)
S.E. 66th AVE
Match Line
250
S 87°43'15" E
S 88°17'38" E
S 88°19
N 74.524.523
E 463.388.627
"L" 252 + 33.602 △
(0°01'56" Lt)
P 220 +
AMMO NAIL
P.G.E. # 330
BL. 221+22
L cut
Wall
curb
MATCH
1
3
2
5
2
3
1
9C
8C
9D
6
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9
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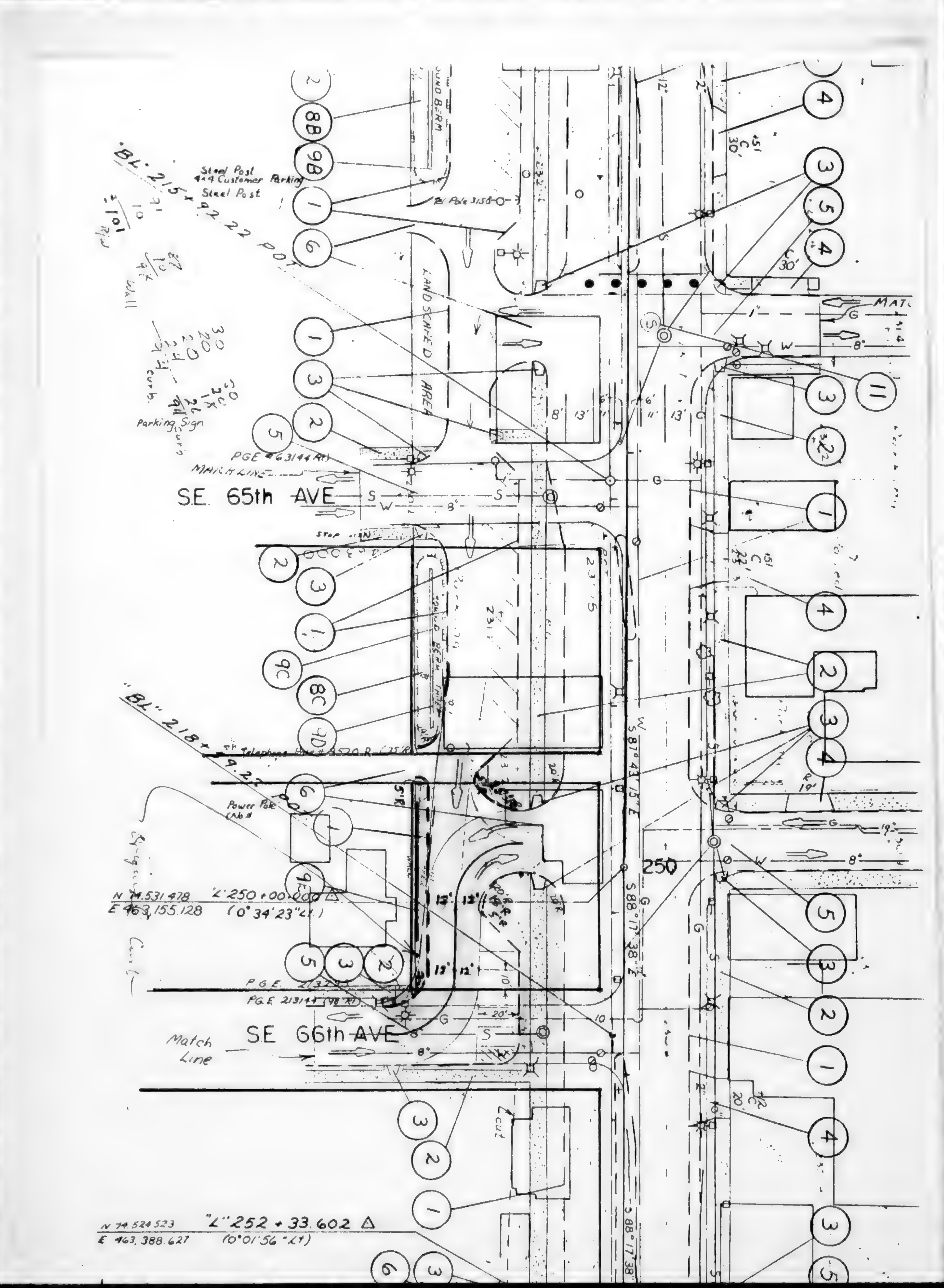
SE 65th AVE
SE 66th AVE
"BL" 215 + 92.22 POT
"BL" 218 + 9.22 POT
N 74,531.478
E 463,155.128
"L" 250 + 00.000 △
(0°34'23" Lt)
N 74,524.523
E 463,388.627
"L" 252 + 33.602 △
(0°01'56" Lt)
S 87°43'15" E
S 88°17'38" E
250
Steel Post
4×4 Customer Parking
Steel Post
Parking Sign
Wall
curb
R/W
Tel Pole 3158
Telephone Pole #3520 R (75' R)
Power Pole (No #)
PGE #63144 Rt
PGE 213144 (98' Rt)
PGE 2132
Match Line
MATCH LINE
Stop Sign
LANDSCAPED AREA
SOD BERM
℄ cut
Existing Curb
8B
9B
8C
9C
9D
11
1
2
3
4
5
6
12'
13'
8'
20'
10'
5' R
19'
30'
22'
20'
C
W
S
G

STATE OF OREGON

INTERoFFICE MEMO

ROAD DESIGN 378-6558
DEPT. TELEPHONE

TO: Max J. Klotz
METRO Tech. Services Engr.

DATE: January 9, 1980

FROM: Adrian Olson
Preliminary Design Engineer

SUBJECT: 50th-92nd Section
Powell Blvd.
Mt. Hood Highway
Multnomah County

Attached are copies of a portion of the detail map, the right of way map, and the mosaic of S.E. 66th Avenue. A minor revision has been made to eliminate a 20-square-foot taking from the Cripps property.

This ~~elimination~~ would allow a short extension of the sound wall west of 66th Avenue. If the 20-foot length of parking stall is critical, an appropriate reduction in offset to the sidewalk could be made. Or possibly there is a reduced length for compact cars.

Please review this and advise whether the revision is acceptable.

ADO:cj
Attachments

1-14-80

E.J. Dunn

Please review and return with your comments or answers.

Curt Duval

STATE OF OREGON

INTEROFFICE MEMO

ROAD DESIGN
DEPT.

378-6558
TELEPHONE

TO: Max J. Klotz
METRO Tech. Services Engr.

DATE: January 9, 1980

FROM: Adrian Olson
Preliminary Design Engineer

SUBJECT: 50th-92nd Section
Powell Blvd.
Mt. Hood Highway
Multnomah County

Attached are prints of a portion of the detail map, the right of way map, and the mosaic of 82nd and Powell. These would indicate that the building in the southwest quadrant would apparently be in the way of the relocated sidewalk and the proposed bus stop. Data in the EIS indicates the building is not removed. (Copies attached.)

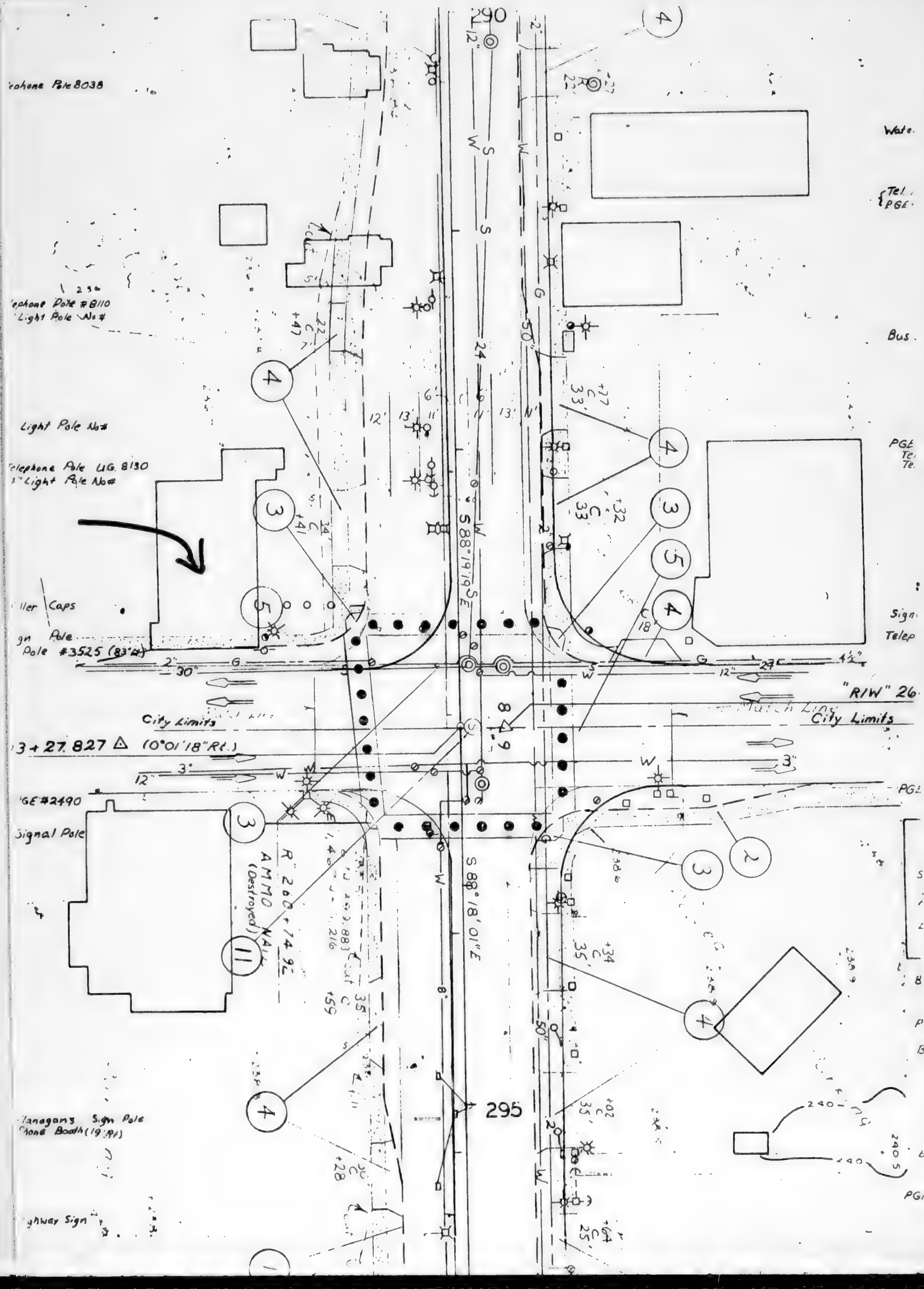
Please review to verify the building position, etc., and also that the bus turnouts as shown on 82nd are appropriate and chargeable to the Powell project.

ADO:cj
Attachments

1-14-80

E.J. Dunn

Please review and return with your comments or answers.


290
295
'ephone Pole 8038
'ephone Pole #8110
'Light Pole No#
Light Pole No#
Telephone Pole UG. 8130
Light Pole No#
'ller Caps
gn Pole
Pole #3525 (83'4)
City Limits
3 + 27.827 △ (0°01'18" Rt.)
GE #2490
Signal Pole
R 260 + 74.92
AMMO NAIL
(Destroyed)
S 88°19'19" E
S 88°18'01" E
"R/W" 26
Match Line
City Limits
Wate
Tel
PGE
Bus
PGE
Te
Te
Sign
Telep
PGE
B
P
B
B
PG
lanagan's Sign Pole
Phone Booth (19' Rt)
ighway Sign
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+47
+41
+37
33'
+32
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18'
+34
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+02
35'
+64
25'
+59
35'
+28
50'
50'
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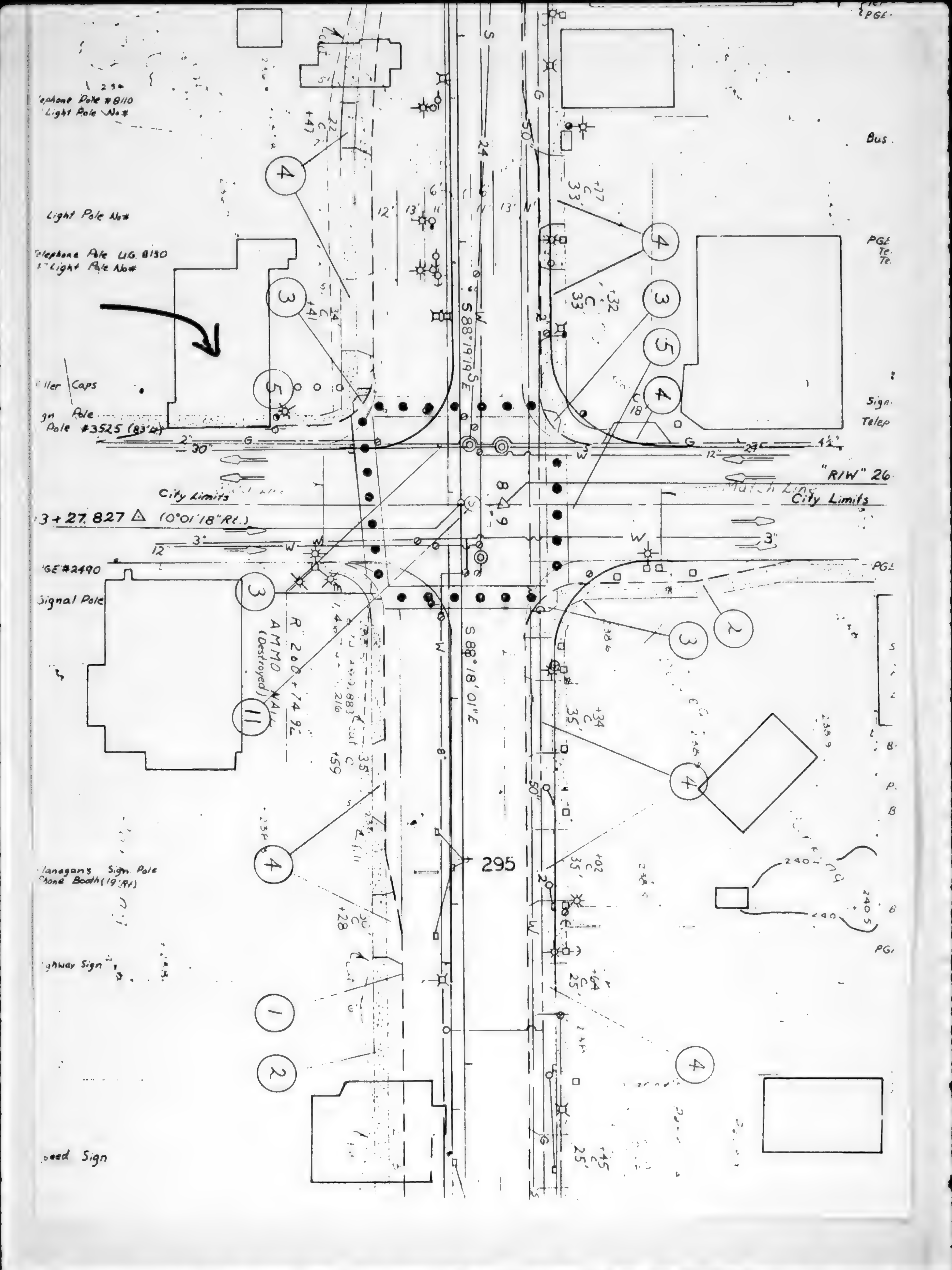
12'
13'
13'
6'
11'
12'
30"
2"
3"
12"
3"
4½"
8"
2'
S
W
G
240
240.5


elephone Pole #8110
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Light Pole No#
Telephone Pole UG. 8130
Light Pole No#
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Pole #3525 (83' Lt)
City Limits
3+27.827 △ (0°01'18" Rt.)
PGE #2490
Signal Pole
R 200+14.92
AMMO NAIL
(Destroyed)
S 88°19'19"E
S 88°18'01"E
24
295
R/W" 26
Match Line
City Limits
Bus
Sign
Telep
PGE
lanagan's Sign Pole
Phone Booth (19' Rt)
ghway Sign
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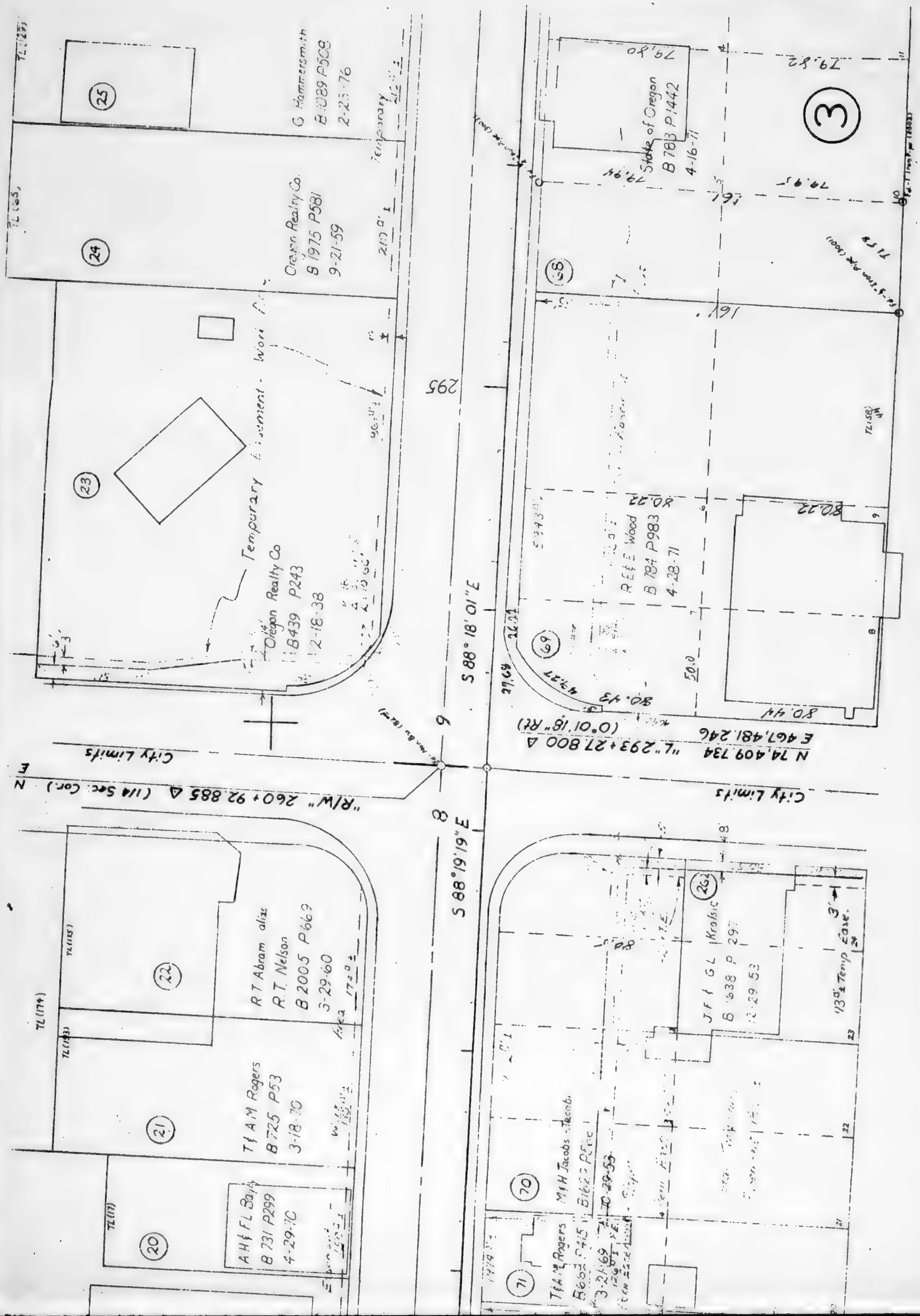
30"
3"
3"
12"
50"
35'
33'
25'


③
G Hammersmith
B 1089 P 508
2-23-76
Oregon Realty Co
B 1975 P581
9-21-59
Temporary
Temporary Easement - Work Area
Oregon Realty Co
B 439 P243
2-18-38
State of Oregon
B 783 P1442
4-16-71
R E & E Wood
B 784 P983
4-28-71
79.82
79.80
79.94
79.95
161'
80.22
80.44
80.43
50.0
47.27
27.69
26.22
295
S 88° 18' 01" E
S 88° 19' 19" E
9
8
City Limits
City Limits
N 74,409.734 "L" 293+27.800 Δ
E 467,481.246 (0°01'18" Rt)
"R/W" 260+92.885 Δ (1/4 Sec. Cor.)
N
E
R T Abram alias
R.T. Nelson
B 2005 P669
3-29-60
T & A M Rogers
B 725 P53
3-18-70
A H & F L Bays
B 731 P299
4-29-70
J F & G L Kralsic
B 638 P 297
12-29-53
M & H Jacobs
B 1622 P
10-29-55
T & A M Rogers
B 663 P415
3-21-69
3'
Temp Ease.
TL (25)
TL (65)
TL (174)
TL (193)
TL (195)
TL (17)
TL (58)
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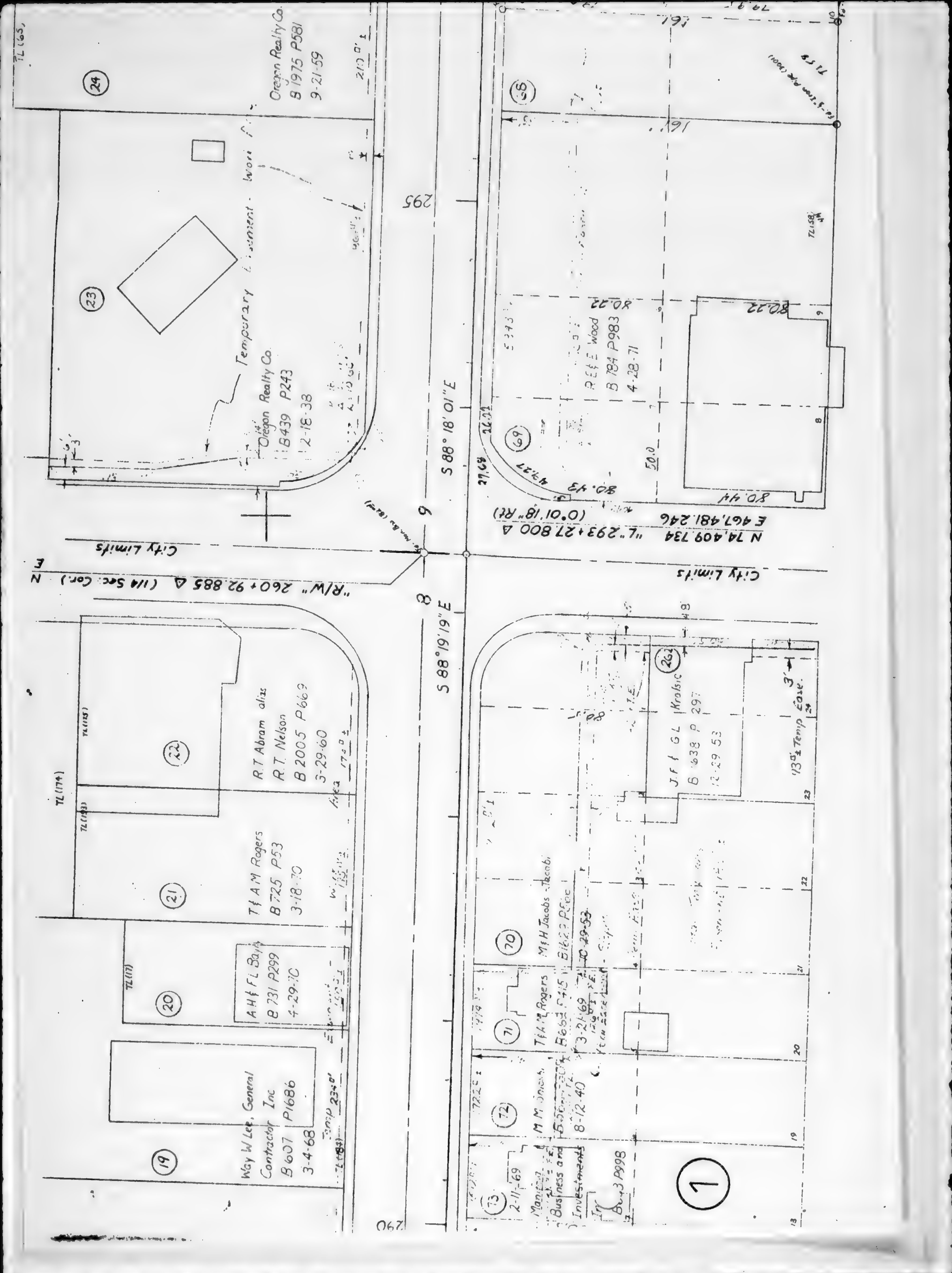
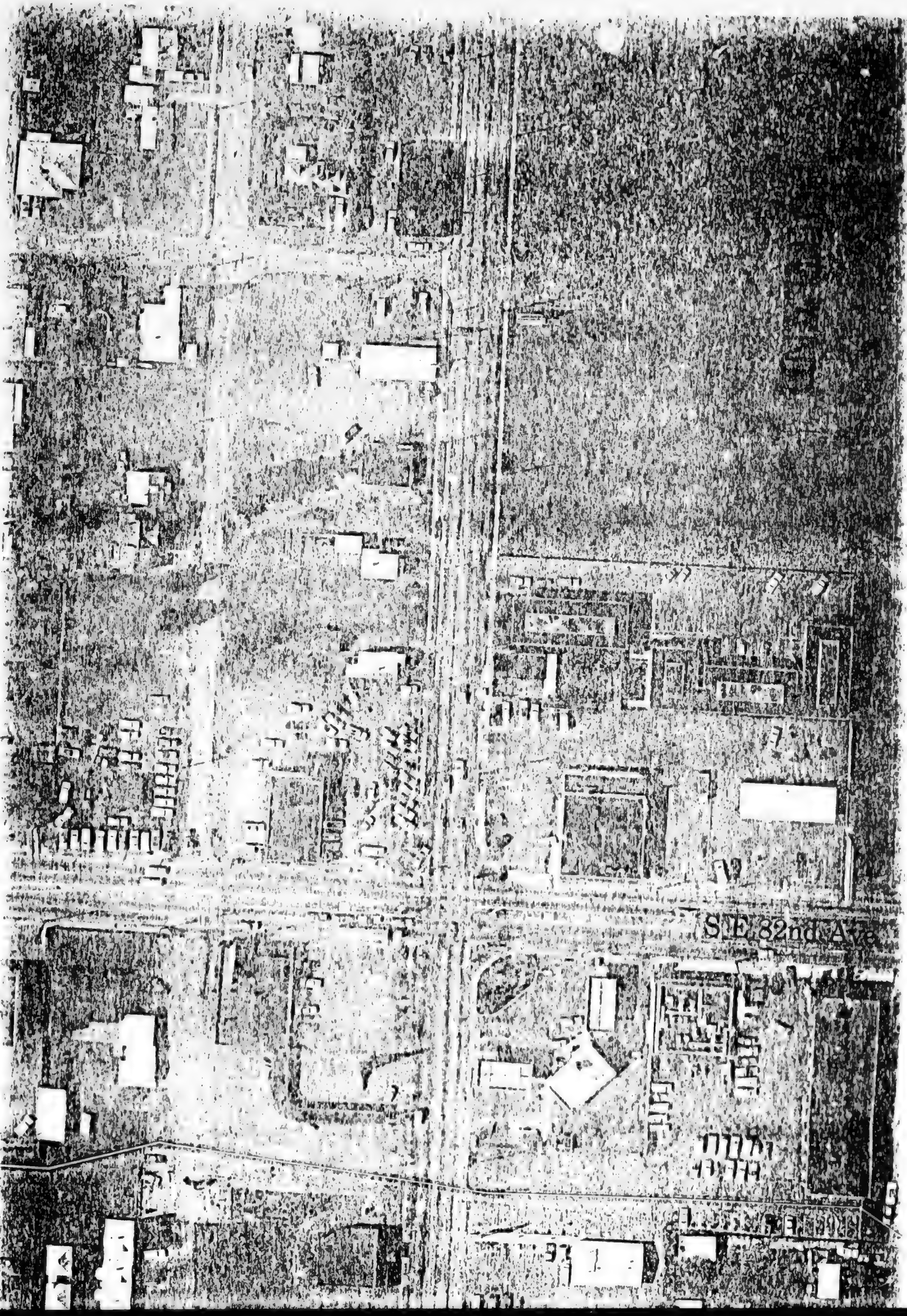
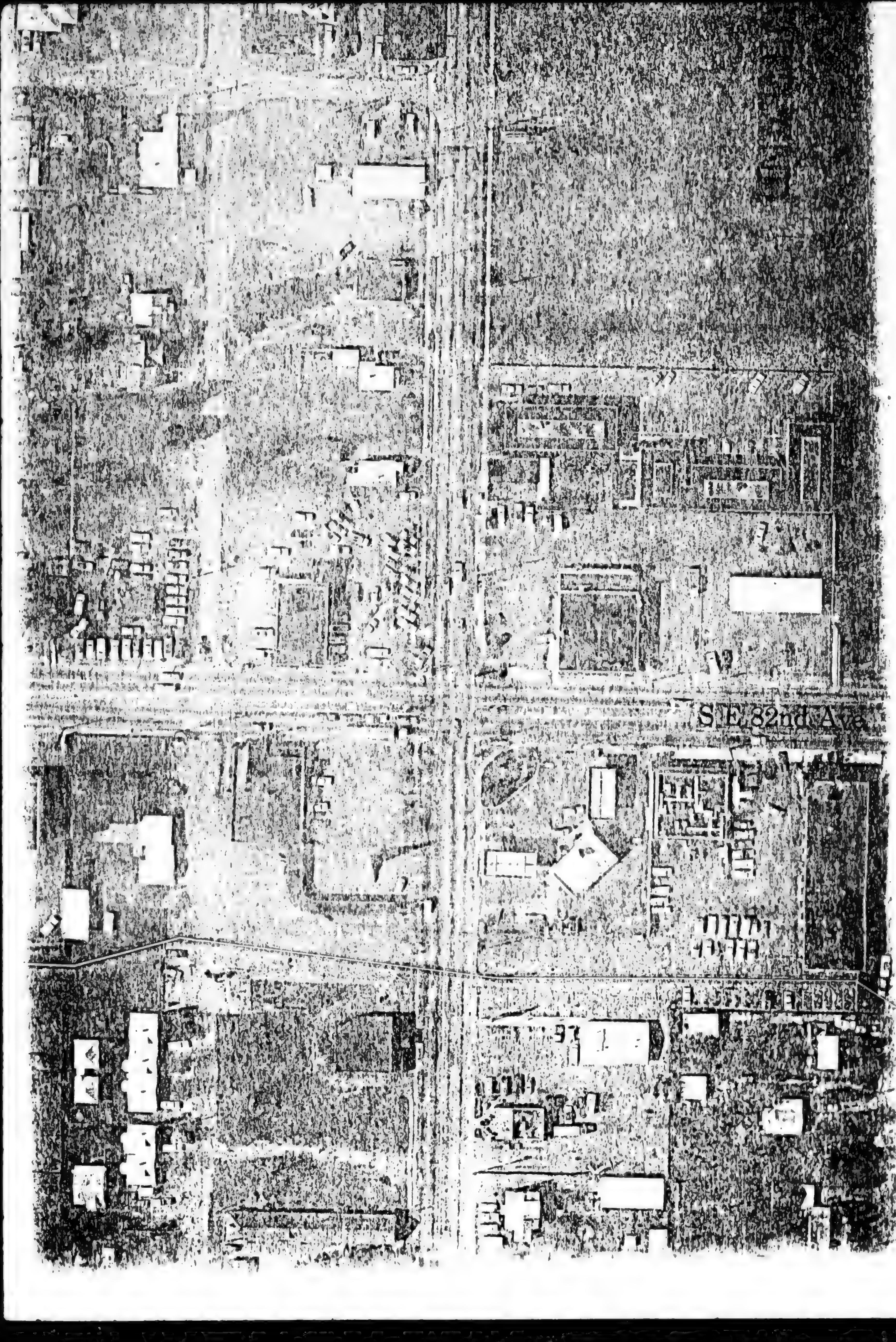
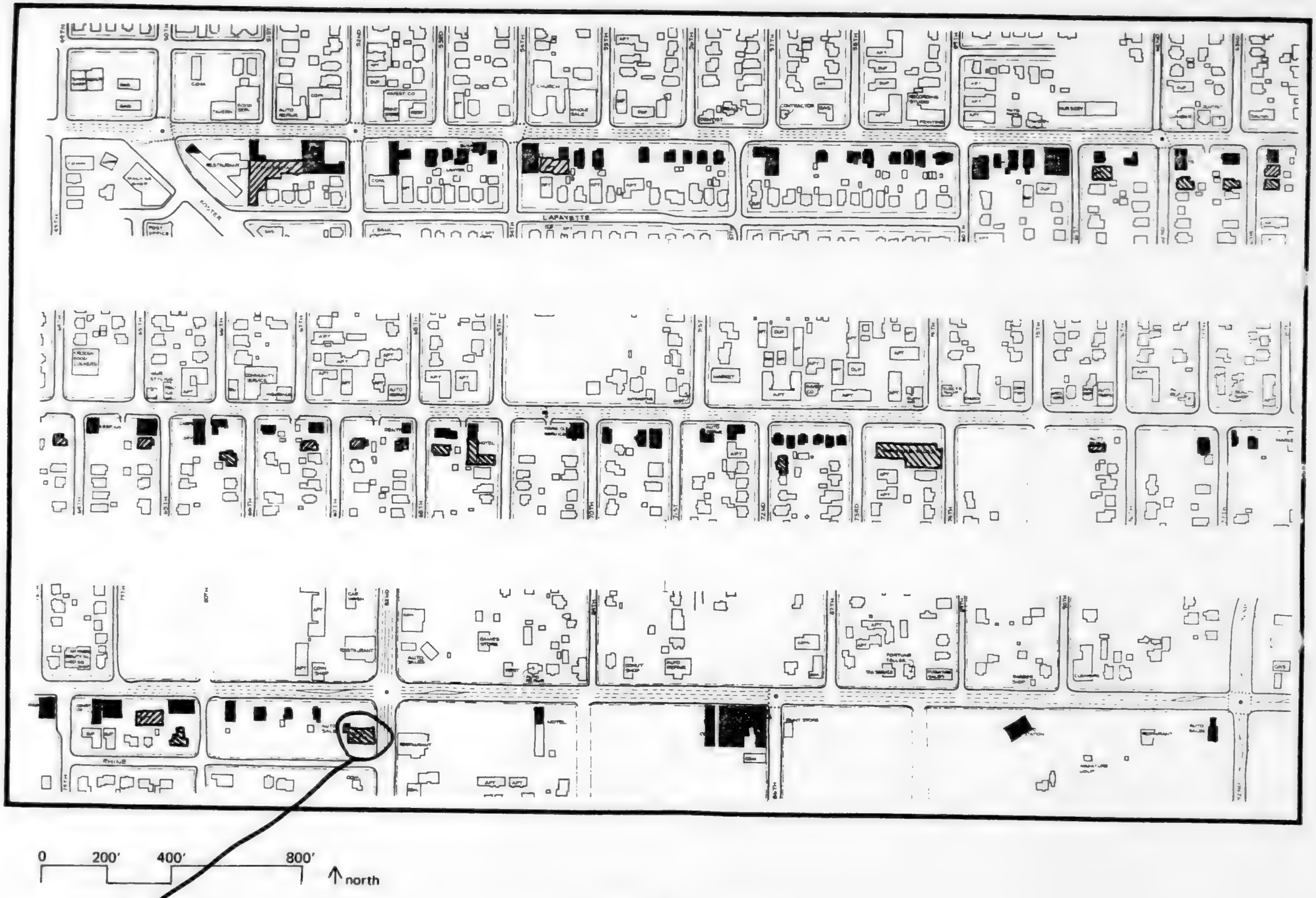
68
69
70
71
262

24
Oregon Realty Co.
B 1975 P581
9-21-59
23
Temporary Easement
Oregon Realty Co.
B439 P243
12-18-38
295
S 88° 18' 01" E
9
City Limits
"R/W" 260+92.885 Δ (1/4 Sec. Cor.)
N
E
8
S 88° 19' 19" E
22
R.T. Abram alias
R.T. Nelson
B 2005 P669
3-29-60
21
T & A M Rogers
B725 P53
3-18-70
20
A H & F L Bayly
B 731 P299
4-29-70
19
Way W Lee, General
Contractor Inc
B 607 P1686
3-4-68
290
65
R E & E Wood
B 784 P983
4-28-71
69
80.22
80.43
80.44
50.0
N 74,409.734 "L" 293+27.800 Δ
E 467,481.246
(0°01'18" Rt)
City Limits
262
J F & G L Krolsic
B 638 P 297
12-29-53
3' Temp. Ease.
70
M & H Jacobs Jacobi
71
T & A M Rogers
3-21-69
72
M M
8-12-40
73
2-11-69
Manifold
Business and
Investments
Inc
B...3 P998
1


S.E. 82nd Ave


S.E. 82nd Ave.


LAFAYETTE
FOSTER
RHINE
RESTAURANT
MOTEL
0
200'
400'
800'
north

■ All build alternatives
▨ Selected alternative and Alternative 3 only
▨ Alternative 3 only

FIGURE 14
REAL ESTATE IMPROVEMENTS
MOVED OR DEMOLISHED

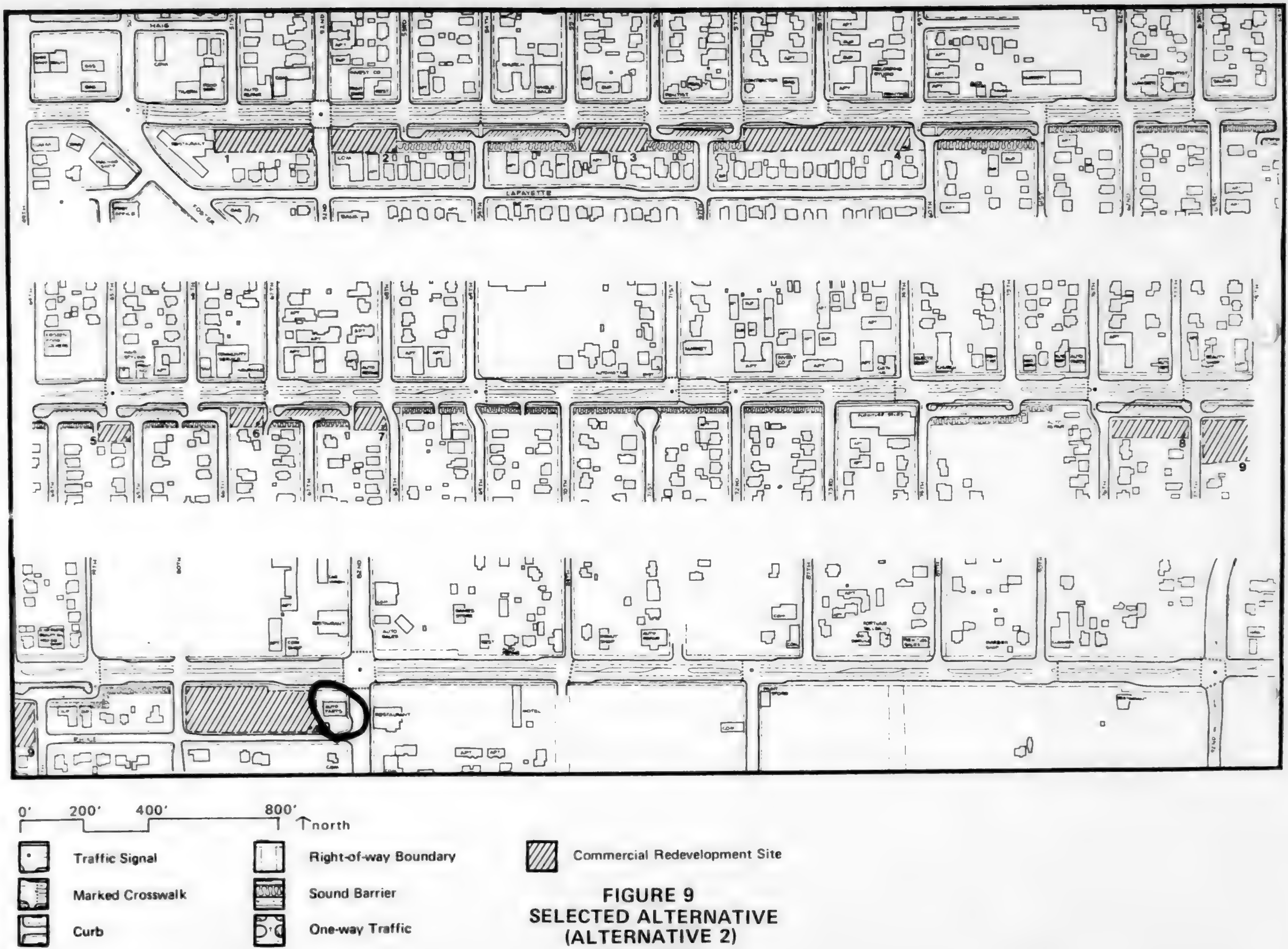

HAIG
LAFAYETTE
FOSTER
1
2
3
4
5
6
7
8
9
0'
200'
400'
800'
north
Traffic Signal
Marked Crosswalk
Curb
Right-of-way Boundary
Sound Barrier
One-way Traffic
Commercial Redevelopment Site

FIGURE 9
SELECTED ALTERNATIVE
(ALTERNATIVE 2)
PLAN VIEW

26-1998 N

I-205
/

STATE OF OREGON

INTEROFFICE MEMO

METRO TECHNICAL SERVICES 238-8231
DEPT. TELEPHONE

TO: A.D. OLSON
Preliminary Design Engineer

DATE: December 27, 1979

FROM: MAX J. KLOTZ
Metro Technical Services Engineer

SUBJECT: 50th - I-205 Section
Powell Blvd.
26-1998

Your proposal to build a full height berm and eliminate 250 feet of sound wall between 79th and 80th Avenues on the subject project has been reviewed by all concerned, and all concur with your findings.

There are copies of two letters attached. Both letters address the cost of the remainder of the parcels. R/W estimates the remainder of the parcels will cost $1.50/sq. ft. taking in consideration damages.

CD:js

Design to be revised by Larry Stormo w/sketch changes added to total take.

1 Verstoeg ✓
Anderson
3 Christensen
2 Olson
Sullivan
Terpin
Trou
4 Wukering

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ROAD DESIGN
SECTION

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Action

Max Klotz

12-19-79

Attn: E.J. Dunn

Subject: Powell 2

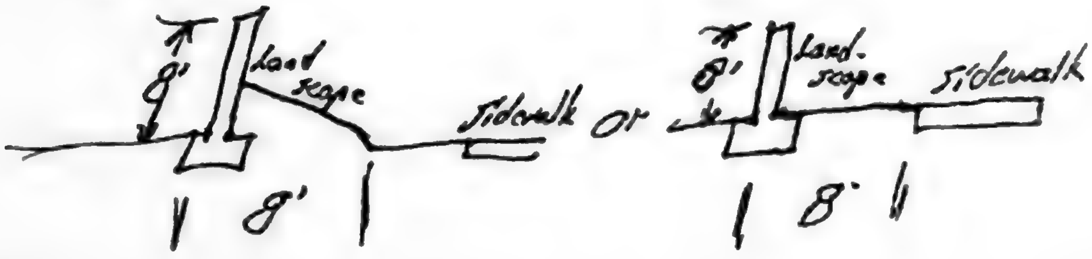
Sand berm, SE 79th to 80th

Adrian Olson's suggestion that additional property be purchased on the east half of that block to allow an all berm noise barrier has received city approval. Specifically Steve Dotterer, Bureau of Planning and Dave Hill Bureau of Streets and Structural Engineering.

That appears to be a better plan than leaving a strip 32' wide by 195' long. I do however question the cost benefit discussion given the probable acquisition cost of \$4.50/ft² +.

Dotterer tells me that the city intends to allow building lots of 31' width in the near future. Is there a reasonable way to leave that much width and be cost effective?

Perhaps:



Steve Crouch

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION
INTER-OFFICE CORRESPONDENCE
5821 NE Glisan, Portland
December 13, 1979

FILE:

FROM: ERIK INGEBERTSON
Metro Liaison Agent

TO: L. C. GROTHAUS
Metro R/W Supervisor

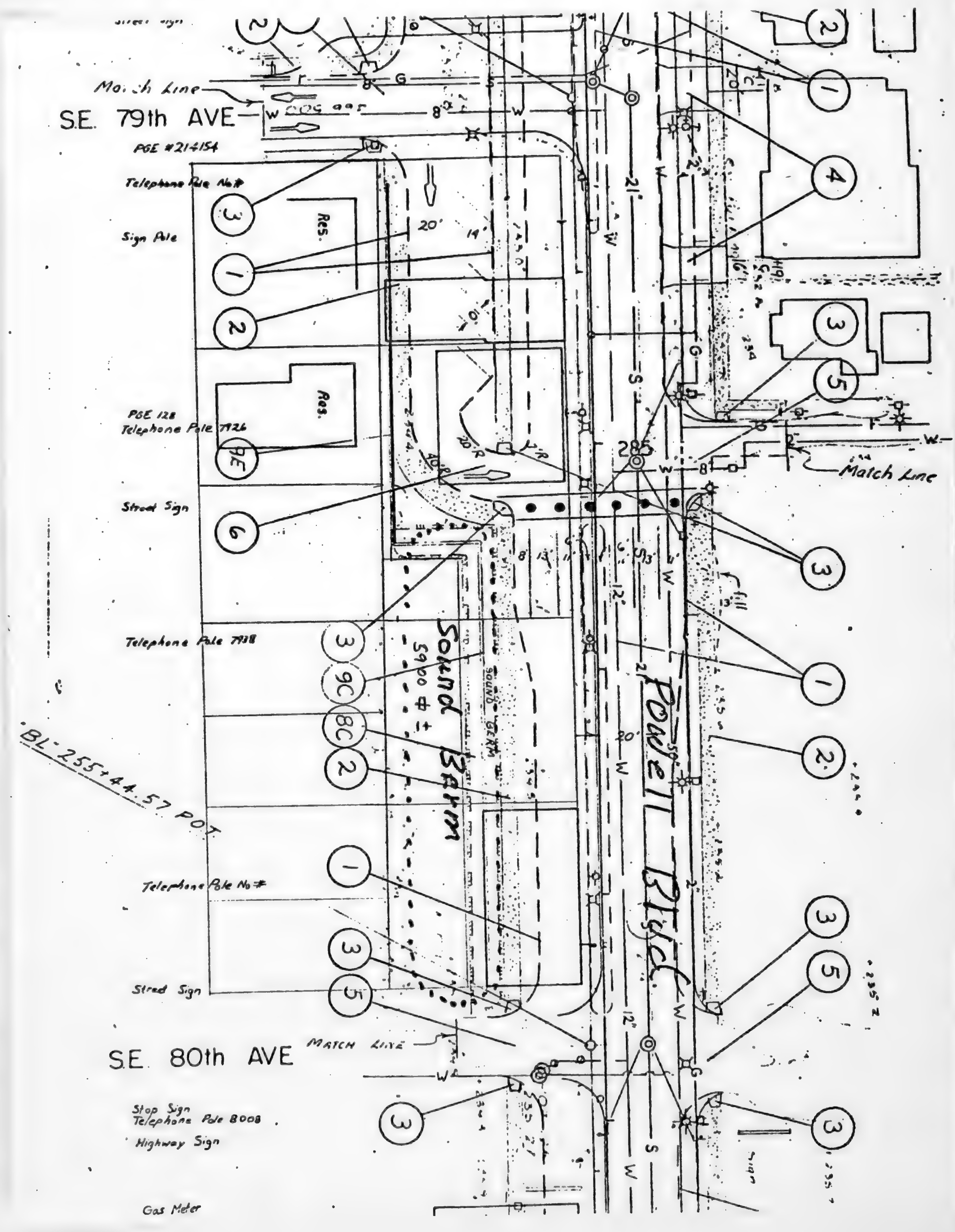
SUBJECT: SE 50th - I-205
Mt. Hood Highway (Powell Blvd.)
Multnomah County

Our designers are comparing a sound berm and sound wall for the S.W. corner of S.E. 80th Ave. and Powell Blvd. They feel that the berm would be cheaper to construct than the wall if the extra 5900 sq. ft. of land required were to cost $4.40/sq. ft. or less.

Our estimate from last summer was based on an estimated value of $4.50/sq. ft. in that area. However, if we do not purchase the entire parcels from the three properties involved, we will undoubtedly pay for damages to the remainders. These remainders would be only about 30' deep and would be separated from Powell Blvd. by a sound wall. The damages may amount to about $3.00/sq. ft., or $17,700. The additional cost to purchase these parcels at the time of the initial acquisition would be about $26,550. This means that the net cost to acquire the remainders would be only about $8,850 (or $1.50/sq. ft. for the remainders). It looks as if the sound berm would be the most economical solution.

EI:jb

cc J. B. Boyd
Curt Duval


Street Sign
Match Line
S.E. 79th AVE
PGE #214154
Telephone Pole No#
Sign Pole
Res.
PGE 128
Telephone Pole 7126
Street Sign
Telephone Pole 7938
BL-255+44.57 POT
Telephone Pole No#
Street Sign
S.E. 80th AVE
MATCH LINE
Stop Sign
Telephone Pole 8008
Highway Sign
Gas Meter
Powell Blvd
Sound Berm
5900 ft ±
SOUND BERM
285
fill
Match Line
1
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3
4
5
6
8C
9C
9E
W
S
G
20'
14'
21'
12'
13'
8'

26

Road Design Section 378-6558

Steve Crouch
Senior Project Coordinating Engineer

December 27, 1979

for Adrian Olson
Preliminary Design Engineer

50th - 92nd Section
Powell Boulevard
Mt. Hood Highway
Multnomah County

In response to your letter to E. J. Dunn dated 11-30-79, concerning bus turnouts at 50th and Powell Boulevard.

The conditions you mention of using 125' taper with 100' of storage area for the N. E. corner (bus turnout and right turn lane combination) would require additional R/W, also would take the S. E. corner of the M. J. McDonald building.

Enclosed is a plan that would miss this building, by using City of Portland standard bus turnout taper (see enclosed sheet, plan #127-A) with a 90' storage area. Is it worth the additional cost to gain 10' of storage and a 125' taper? Please discuss and advise.

Also enclosed is a print of the mosaic for this area.

ADO:ep

Enclosures

1 Versteeg
Anderson
2 Christensen DOC
Olson
Sullivan
Terpin
Trout
Wakerlig

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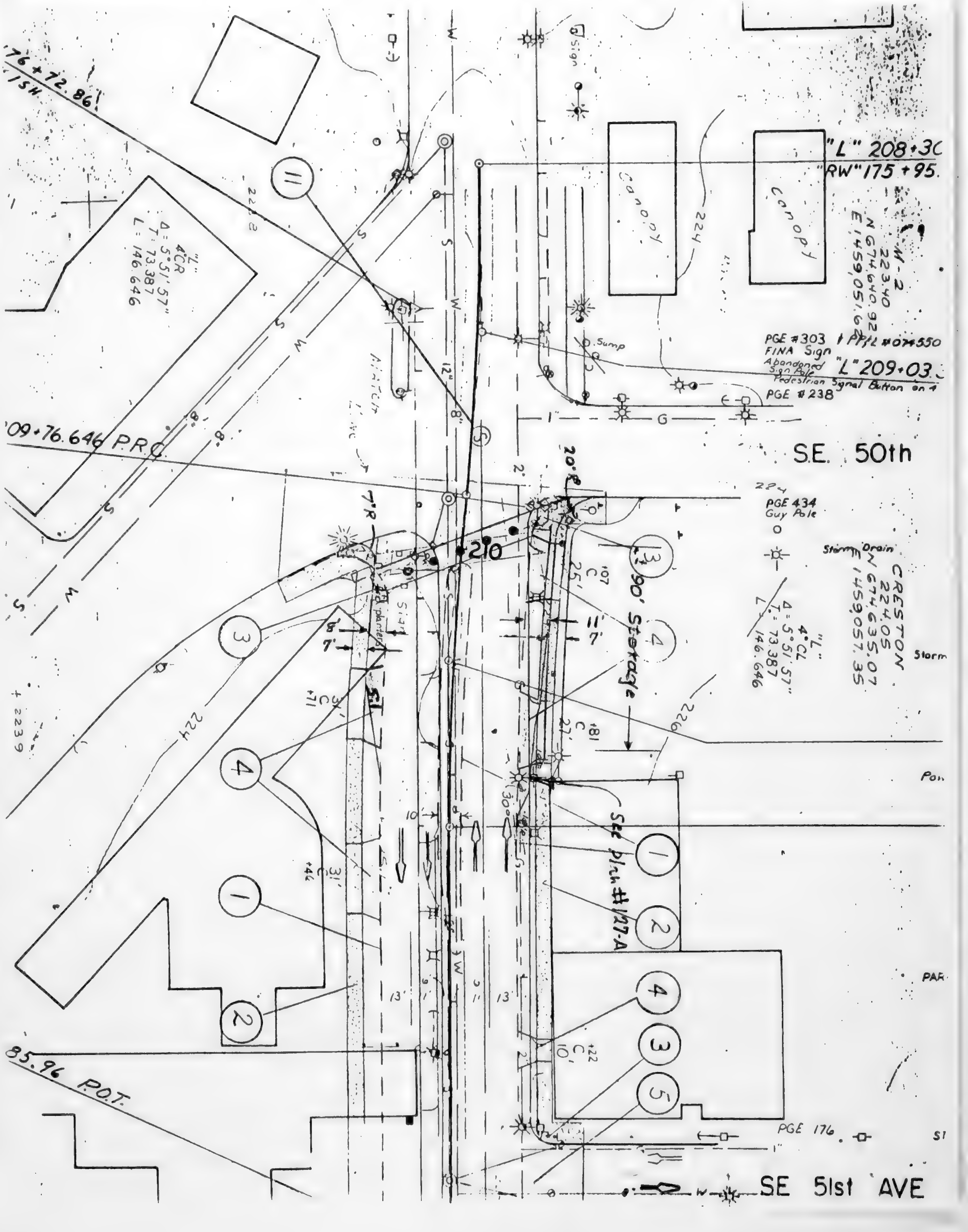
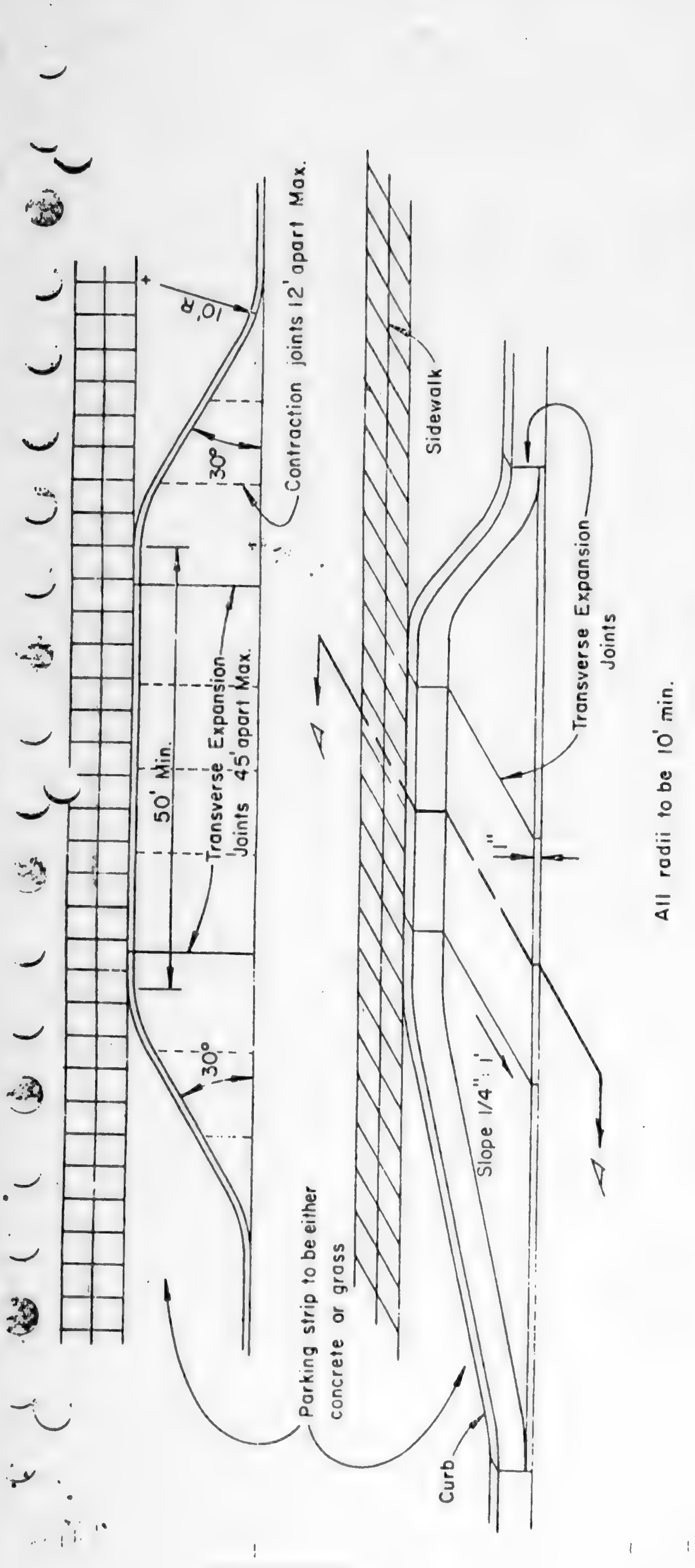
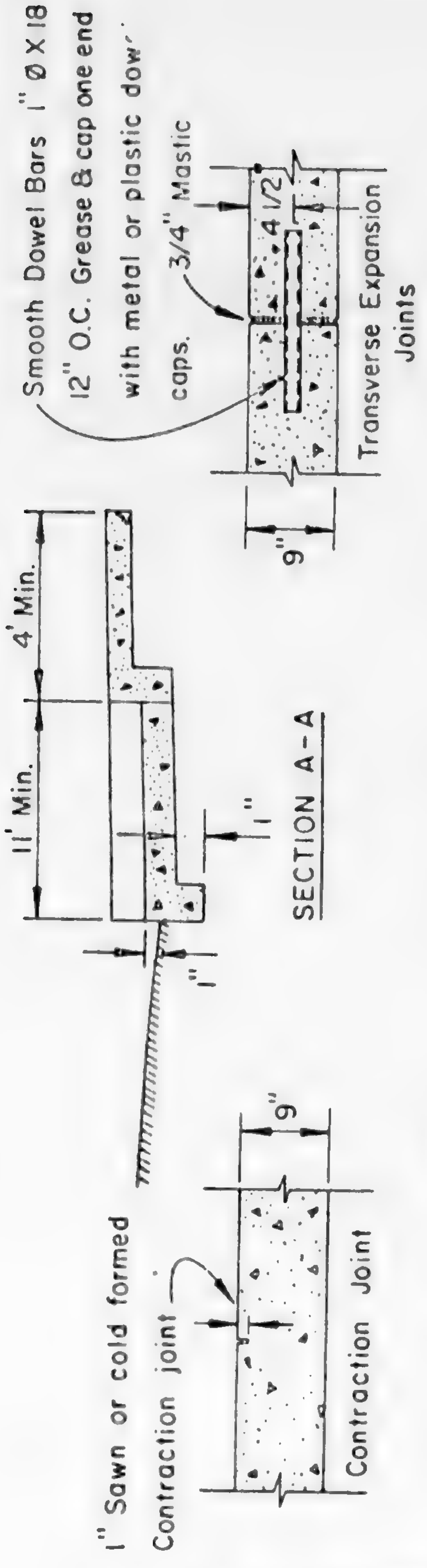
REFERRED TO
Beard
Cole
✓ Eriksen FE
Hager
Stoudenmeyer
Sample
Watson
Dorn
Lau
[✓ Return] Discuss Do File Copy Due
BY FINAL DESIGN ENGINEER


"76+72.86
"15H
"L" 4°CR Δ = 5°51'57" T: 73.387 L: 146.646
224
"L" 208+3C
"RW" 175+95.
Canopy
Canopy
M-2 223.40 N 674,640.92 E 1459,051.62
PGE #303 + PP&L #074550
FINA Sign
Abandoned Sign Pole
"L" 209+03.
Pedestrian Signal Button on 4
PGE #238
Sump
S
W
12"
8"
8"
09+76.646 P.R.C.
S.E. 50th
224
PGE 434 Guy Pole
Storm Drain
CRESTON 224.05 N 674,635.07 1459,057.35
"L" 4°CL Δ = 5°51'57" T: 73.387 L: 146.646
Storm
20'R
7'R
210
13
107 C 25'
90' Storage
4
11'
7'
8'
7'
planter
Sign
3
31' C +71
51
181 C 27'
226
2239
224
4
30°
10'
Pa
See plan #1/27-A
1
2
1
31' C +46
13'
13'
PAR
4
3
5
+22 C 10'
2
85.96 P.O.T.
PGE 176
St
SE 51st AVE
Sign
11
5


Contraction joints 12' apart Max.
10' R
30°
Transverse Expansion Joints 45' apart Max.
50' Min.
30°
Parking strip to be either concrete or grass
Sidewalk
Transverse Expansion Joints
1"
Slope 1/4" : 1'
Curb
A
A
All radii to be 10' min.


Smooth Dowel Bars 1" Ø X 18 12" O.C. Grease & cap one end with metal or plastic dowel caps.
3/4" Mastic
4 1/2
Transverse Expansion Joints
9"
4' Min.
11' Min.
1"
1"
SECTION A-A
9"
1" Sawn or cold formed Contraction joint
Contraction Joint

NOTE:
Turnout to be constructed of 3000 p.s.i., 2" to 4" slump concrete
Expansion joints shall be placed not more than 45' apart.
Concrete pad to be 9" thick on 3" of crushed rock (3/4"-0)

CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS
CONNIE MC CREADY COMMISSIONER

BUS TURNOUT DRIVEWAY

APPROVED
Cowles Mallory DATE 3-16-76
CITY ENGINEER

JAN, 1976 STANDARD PLAN NO. 127-A

S.E. 50th Ave

SPEED MEMO

OREGON STATE HIGHWAY DIVISION

TO: E.J. Dunn

SUBJECT: Powell 2

FROM: Steve Crouch

DATE: 11-30-79

Tri-met has requested and we concur that ~~a~~ bus turnouts should be constructed ~~at~~ on Powell Blvd ~~e~~ on the east side of 50th.

The SE corner turnout should be your standard far side of intersection plan. The NE corner turnout should be combined with a right turn lane, having 100' storage and 125' taper, 11' Wi

I've consulted city and state design, planning and traffic representatives and all support this design.

Please revise your design to reflect this change.

You might also consider elimination of the driveways closest to the corner on both the north and south side of the street.

Steve Crouch
(SIGNATURE)

PLEASE REPLY HERE

Revision to prel. Design & R/W modifications approved.

11/30/79

12/3/79
To Adrian Olson
E.J. Dunn

___Versteeg___
___Anderson___
___Christensen___
I Olson___
___Sullivan___
___Turpin___
___Indi___

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Action___

CC:___ (SIGNATURE) (DATE)

7 13

26N

STATE OF OREGON **INTEROFFICE MEMO**

HIGHWAY DIVISION
DEPT.

378-6558
TELEPHONE

TO: MEMO TO THE FILES

DATE: 12-20-79

FROM: FINAL DESIGN

SUBJECT: Project Name Change

It has been necessary to change the name of this project

FROM S.E. 50TH Ave. - I-205 (East Portland Fwy.) Sec.

TO S.E. 50TH Ave. - S.E. 92ND Ave. (Portland) Sec.
Mt. Hood Highway (S.E. Powell Blvd.)
Multnomah County

cc: Region
Environment
Project Management
Structures
Right-of-Way
Road Design
Traffic
Location

1 Versteeg
6 Anderson
2 Christenson
3 Olson
5 Sullivan
8 Terpin
7 Trout
4 Wakerlig

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Bring Up /
Action

NOTED
F. E. TERPIN

26

ROAD DESIGN SECTION 378-6558

Max Klotz
Metro Technical Services Engr.

December 10, 1979

A Olson
Adrian Olson
Preliminary Design Engineer

50th-I205 Section
Mt. Hood Highway
Multnomah County

Between 79th and 80th Avenues, south of Powell, a sound berm and wall are shown that require a substantial portion of three ownerships. Copies of the detail map and R/W map are attached.

It would appear that a total taking of these parcels would be appropriate in order to build a full-height berm and eliminate the 250 feet of sound wall. A saving in construction cost of approximately $26,000 has been estimated.

The increased righ-of-way area taken would be about 5900 feet^2. This would indicate a break-even cost of \$4.40/ft.^{2} for these remnants.

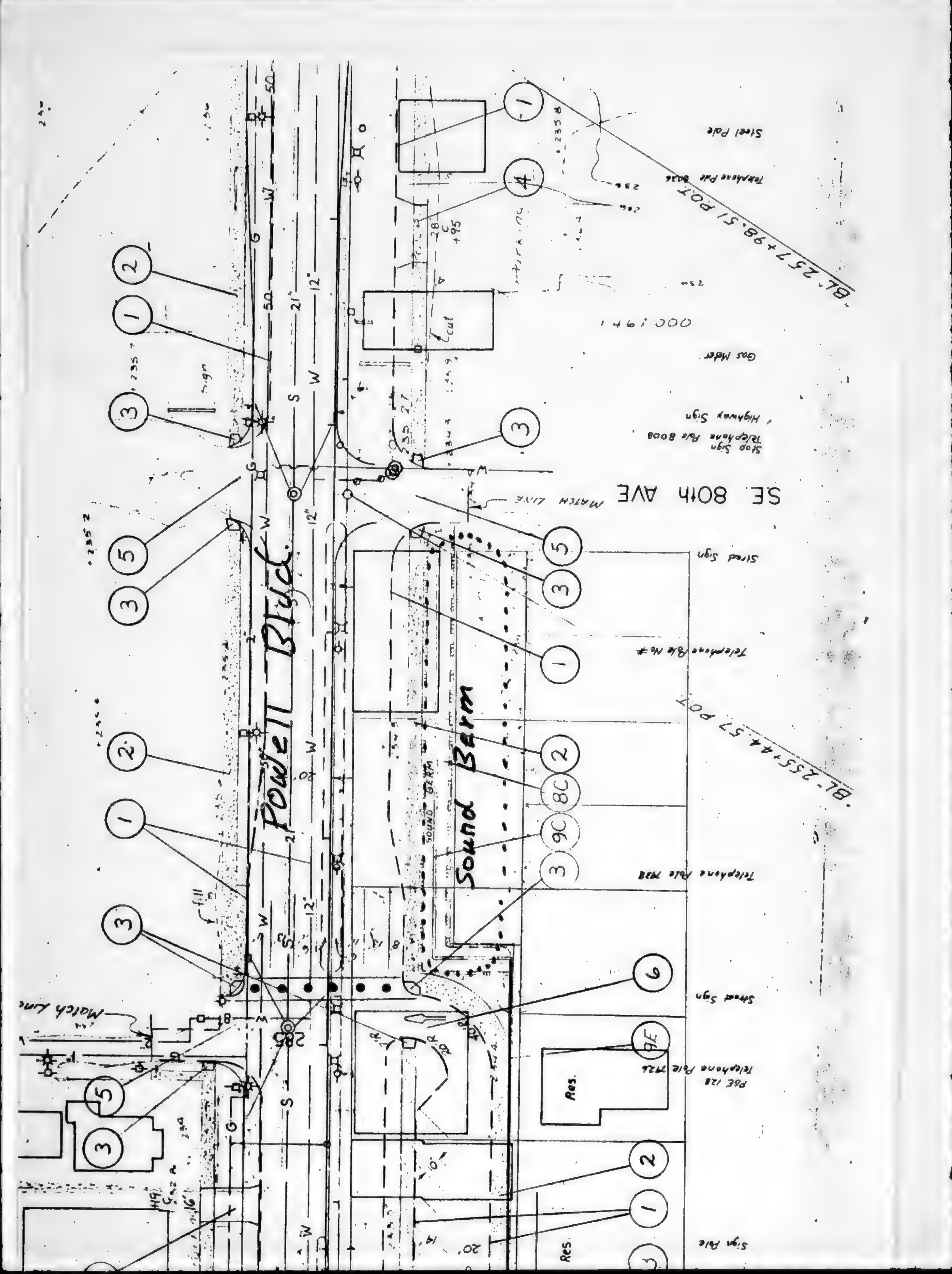
Please review this and discuss it with your R/W people to determine the economic or political reasons for going one way or the other.

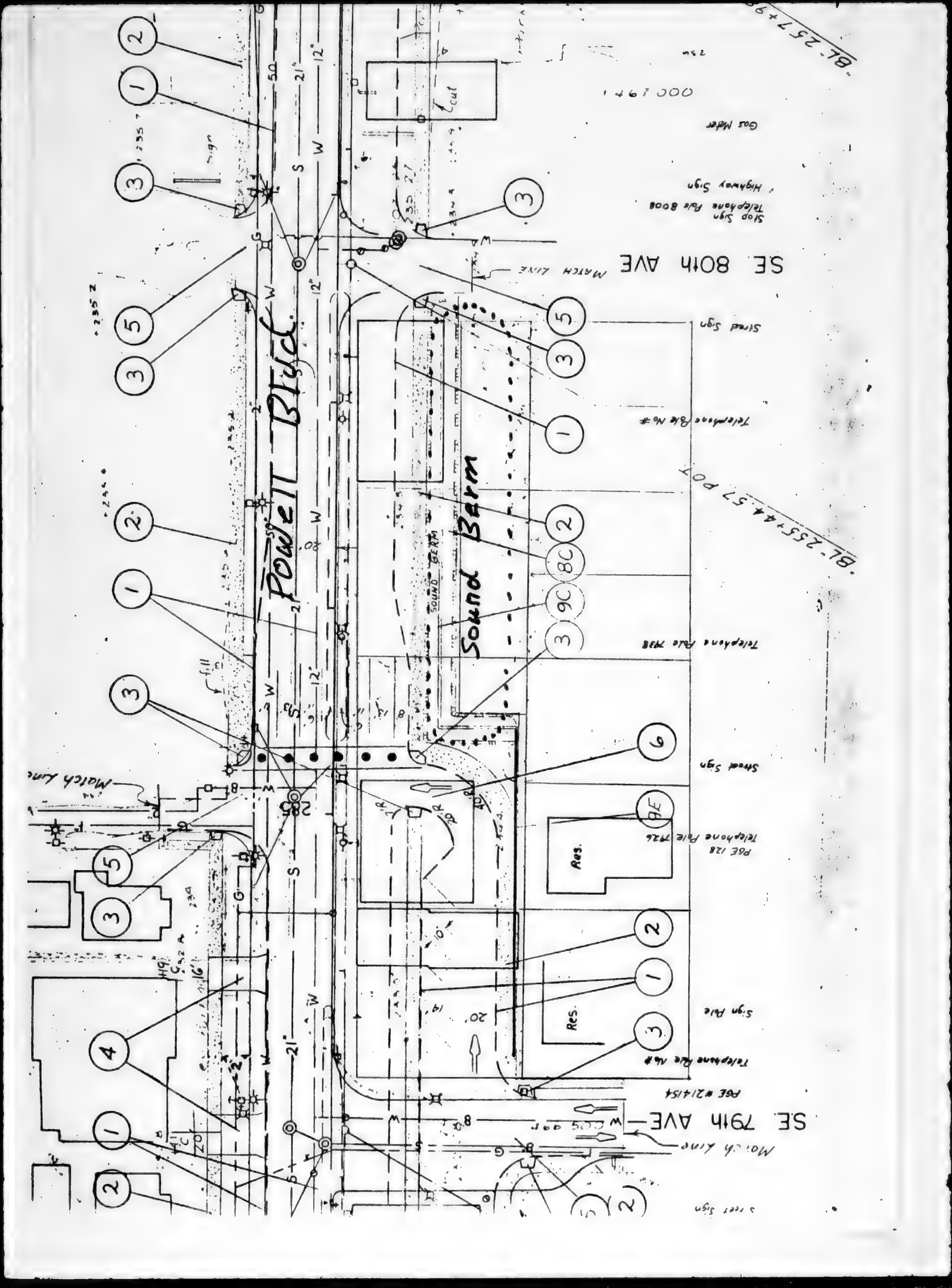
ADO:cj
Attachments

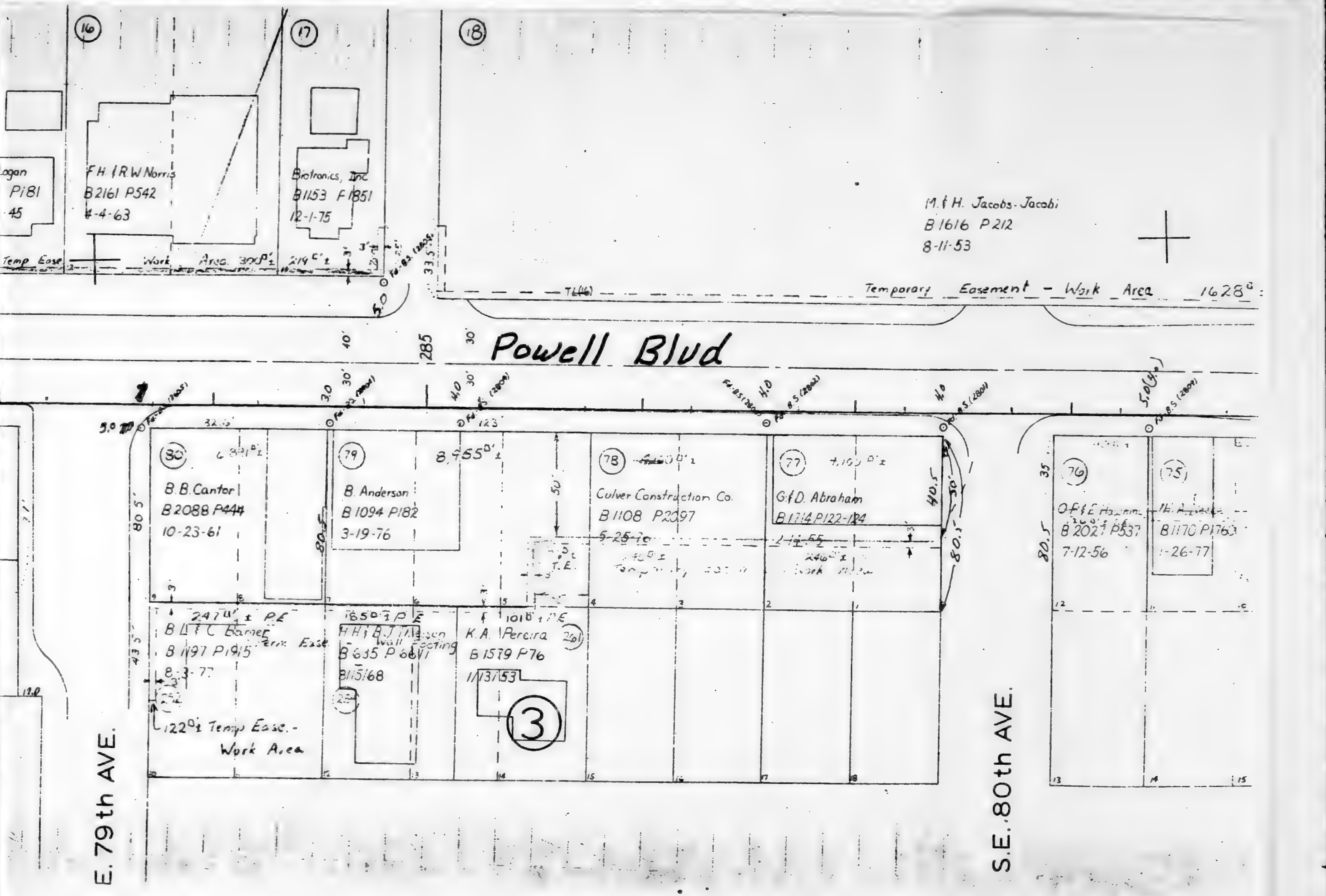
- ✓ Versteeg
- Anderson
- Christensen
- Olson
- Sullivan
- Terpin
- Trout
- Wakerlig

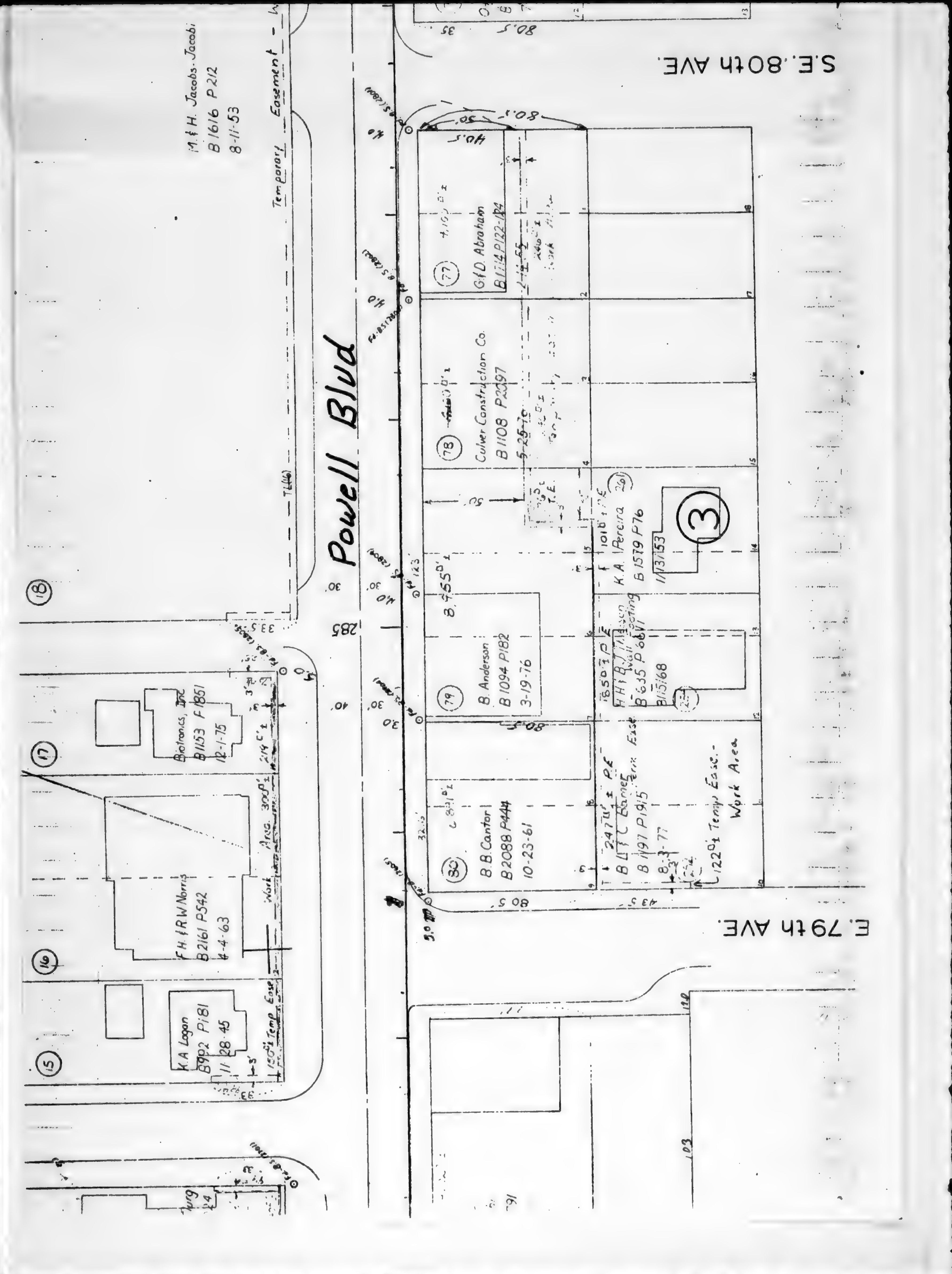
RECEIVED
DEC 10 1979
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up __/__/__
Action


Powell Blvd.
Sound Berm
SOUND BERM
SE 80th AVE
MATCH LINE
Match Line
BL 257+98.51 POT
BL 255+44.57 POT
Steel Pole
Telephone Pole 8026
Gas Meter
Highway Sign
Stop Sign
Telephone Pole 8008
Street Sign
Telephone Pole No #
Telephone Pole 7938
Street Sign
PGE 128
Telephone Pole 7926
Sign Pole
Res.
Res.
cut
fill
sign
285
50
21"
12"
20"
1
2
3
4
5
6
8C
9C
9E
W
S
G


Powell Blvd
Sound Berm
SOUND BERM
SE 80th AVE
SE 79th AVE
Match Line
MATCH LINE
Match Line
BL 257+9
BL 255+44.57 POT
Gas Meter
Stop Sign
Telephone Pole 8008
Highway Sign
Street Sign
Telephone Pole No #
Telephone Pole 7938
Street Sign
PGE 128
Telephone Pole 7926
Sign Pole
Telephone Pole No #
PGE #214154
Street Sign
Res.
Res.
cut
fill
Sign
W
S
G
21'
12'
50
20'
10'
40'R
20'R
1'R
① ② ③ ④ ⑤ ⑥
8C
9C
9E


16
17
18
Logan
2 P181
8-45
F.H. & R.W. Norris
B 2161 P542
4-4-63
Biotronics, Inc
B1153 F1851
12-1-75
M. & H. Jacobs-Jacobi
B 1616 P 212
8-11-53
Temp Ease
Work Area 300□±
214□±
33.5
T(46)
Temporary Easement - Work Area 1628□
Powell Blvd
40
285
30
3.0
4.0
5.0
32.5
123
80.5
40.5
30
50
30
80
B.B. Cantor
B 2088 P444
10-23-61
79
B. Anderson
B 1094 P182
3-19-76
8,455□±
78
Culver Construction Co.
B 1108 P2097
5-25-76
T.E.
77
4,100□±
G & D. Abraham
B 1714 P122-124
246□±
Work Area
76
O.F. & E. Hausman
B 2027 P537
7-12-56
75
B 1170 P1763
1-26-77
35
247□± P.E
B.L. & T.C. Barner
B 1197 P1915
8-3-77
Perm. Ease
165□± P.E
H.H. & B.J. Nilsen
Wall Footing
B 635 P 661
8/15/68
101□± P.E
K.A. Pereira
B 1579 P76
1/13/53
261
3
43.5
122□± Temp Ease. - Work Area
E. 79th AVE.
S.E. 80th AVE.


S.E. 80th AVE.
E. 79th AVE.
Powell Blvd
M.&H. Jacobs-Jacobi
B1616 P212
8-11-53
Temporary Easement
77
G&D Abraham
B1114 P122-124
78
Culver Construction Co.
B1108 P2097
5-25-76
79
B. Anderson
B1094 P182
3-19-76
80
B.B. Cantor
B2088 P444
10-23-61
K.A. Pereira
B1579 P76
1/13/53
H.H. & B.J. Mason
B635 P66
8/15/68
B.L. & T.C. Barnes
B1197 P1915
8-3-77
122'± Temp. Ease.-
Work Area
Work Area
15
K.A. Logan
B992 P181
11-28-45
150'± Temp Ease
16
F.H. & R.W. Norris
B2161 P542
4-4-63
17
Biotronics, Inc
B1153 P1851
12-1-75
18
3
285
80.5'
40.5'
50'
30'
40'
33.5'

SUMMARY—BID SCHEDULE—COST ESTIMATE

Date Dec. 7-77

Section 52nd Ave – I-205 ([illegible] – [illegible])

County Multnomah

Kind Of Work Grading & Wall

Length

Name

No	ITEM	Code	Unit	Quant.	Unit Cost	Total
	Small berm	175	Cu yds		7.50	$1,300
	Wall 5½' high - 250' long	250	lin Ft		$145	$36,000
			Total Cost =			37,300
	Large berm	1500	Cu yds		7.50	$11,300
	All Prices Include 30% E&C.					
	Additional R/w Required For Large berm	5,920	Sq Ft.			

Form E-30 7-73

OREGON STATE HIGHWAY DIVISION

INTER-DEPARTMENT CORRESPONDENCE

5821 NE Glisan St., Portland 97213

Portland

DATE July 11, 1978

TO STEVE CROUCH
Project Coordinator

FROM ROSS K. YAMASAKI
Right of Way Agent

SUBJECT Additional and Relocated Curb Cuts
Files 49568-69

Versteeg ✓
Christensen
George
Olson
Terpin
Sullivan
Scott
Savage

RECEIVED
JUL 27 1978
ENGINEERING SECTION

Trout
Do Not File ☐
Return To
Bring Up ___/___/___
Action

Attached you will find a proposed plan to improve the property involved in files 49568 and 49569. The grantor has requested the relocation and addition of curb cuts during construction of the Powell Blvd. project to be compatible with the projected improvements by Firestone.

We have agreed with the grantor, Mr. Froom, that to put in the curb cuts during construction would be the best procedure for everyone involved. He has been told however that all proposals must be within the guidelines set forth in the city's code. Please initiate whatever steps necessary to incorporate these curb cuts into the Powell Blvd. construction plans.

CC: Hal Versteeg
Attn: Lyle Watson

Glen Pierce
Corp

RKY:jb

Attachment

A copy of this letter was rec'd July 20. At that time a 30' Dwy was ~~shown~~ placed on plans ~~shown~~ at Sta 197+80 & a 40' Dwy at Sta 198+31. It may be possible that the 40' Dwy will want to be reduced in width to 30' under const'n.
NEK
8/2/78

Watson
A 30' driveway at Sta. 197+81 and 198+33 would be appropriate. Please incorporate them.
Steve Crouch
7-78

NOTED
L. K. WATSON
Return to File

Firestone

June 28, 1978

Mr. Woody Froom
4000 Southwest Shattuck Road
Portland, Oregon 97231

Dear Mr. Froom:

Curb Cuts for Proposed Addition to Premises
4601 Southeast Powell Boulevard
Portland, Oregon

I am sending you herewith six (6) prints of our Job #4153, Sheet A-1 which has been marked "preliminary plot plan". This plan is being sent to you so that you can forward this information to the State Highway Department who is presently working on widening Southeast Powell Boulevard. The preliminary plot plan shows the requested location for new curb cuts in front of the proposed new building addition. We understand that the property has some existing curb cuts but that they may not be located where shown for new curb cuts on the attached plan.

We understand that the State Highway Department will locate the requested curb cuts at the location indicated on this drawing, all in conjunction with their work in widening of Powell Boulevard.

Please forward this information to the proper party in the State Highway Department to see if the work can be done as requested, all per your letter of 6/16/78 to Mr. Todd.

Please advise if any additional information is required from this office.

Yours very truly,

H. D. Schreiner

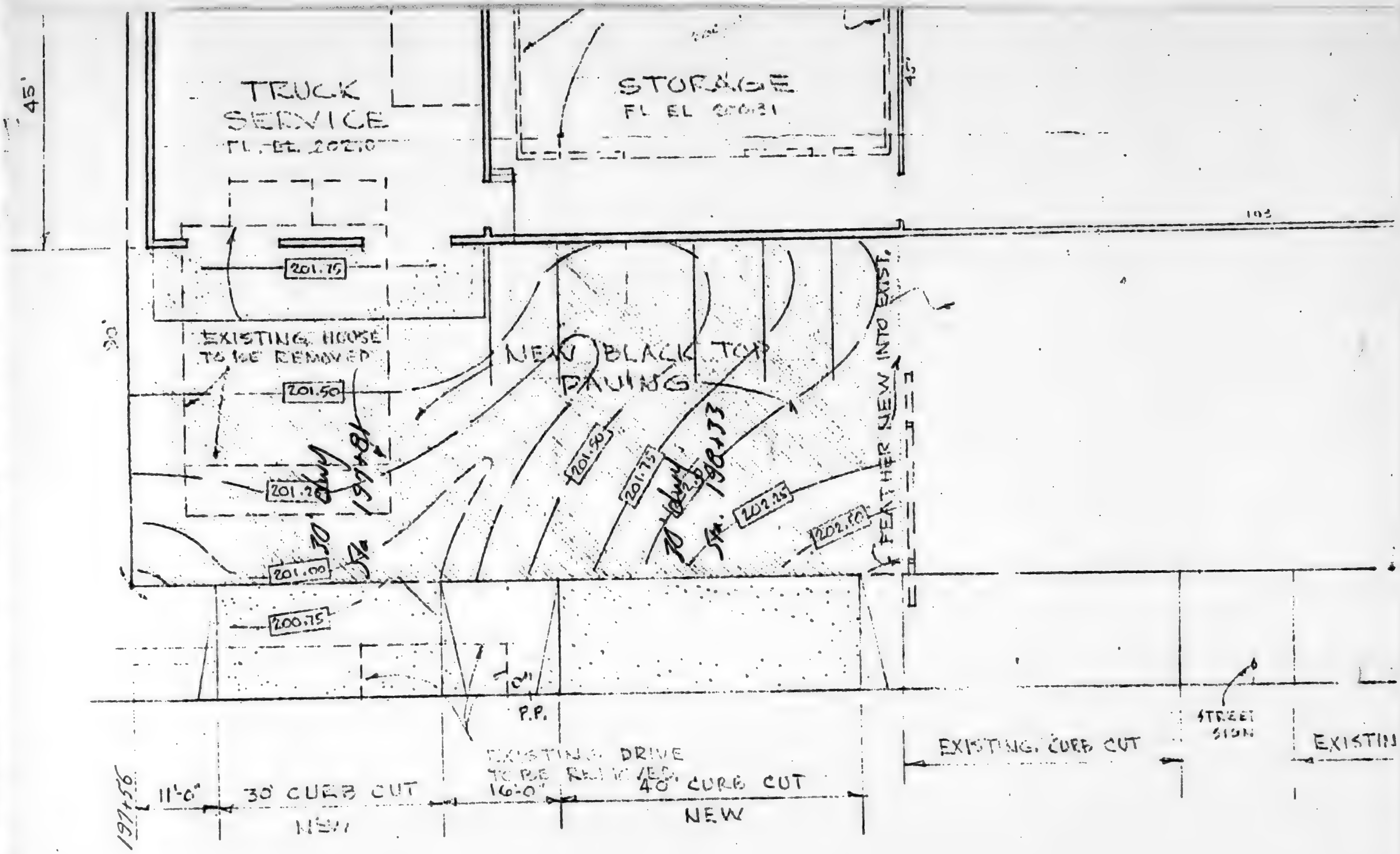
H. D. SCHREINER
REGIONAL MANAGER OF CONSTRUCTION
REAL ESTATE DEPARTMENT

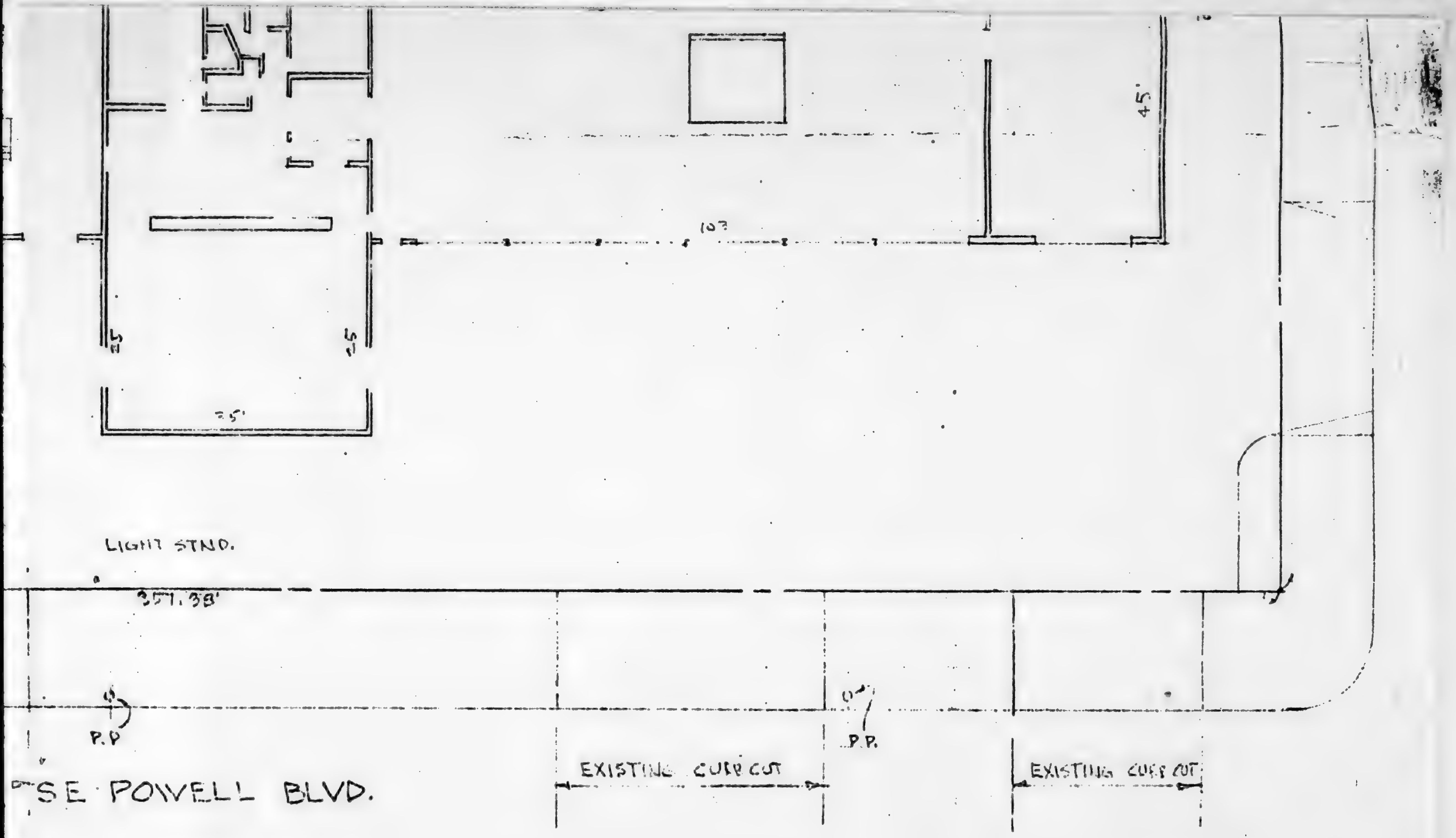
RECEIVED
JUL 6 1978
Metro R/W Dept.

HDS:ck
Enclosure

cc: Mr. Don Todd, Coast Division
Mr. Vern Willrich, Coast Division

THE FIRESTONE TIRE & RUBBER COMPANY • 1200 FIRESTONE PARKWAY • AKRON, OHIO 44317

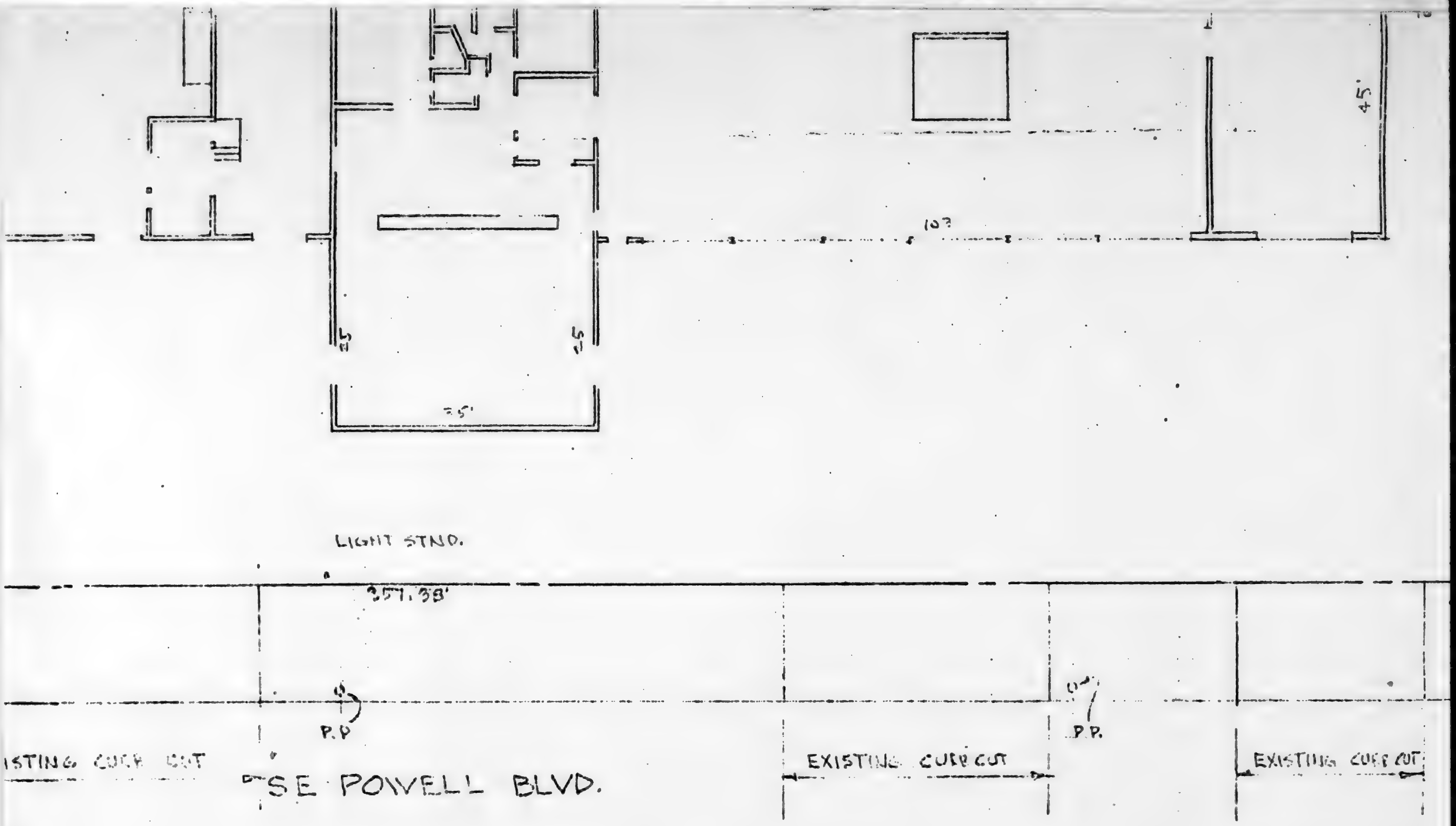

45'
TRUCK SERVICE
FL. EL. 202.10
STORAGE
FL EL 200.31
45'
103
30'
EXISTING HOUSE TO BE REMOVED
NEW BLACK TOP PAVING
FEATHER NEW INTO EXIST.
201.75
201.50
201.25
201.00
200.75
201.50
201.75
202.25
202.50
Sta. 197+81
30 dwy
Sta. 198+33
40 dwy
P.P.
STREET SIGN
EXISTING CURB CUT
EXISTIN
EXISTING DRIVE TO BE REMOVED
197+56
11'-0"
30' CURB CUT
NEW
16'-0"
40' CURB CUT
NEW


45'
103
25
25
25'
LIGHT STND.
357.38'
P.P
P.P.
EXISTING CURB CUT
EXISTING CURB CUT
SE POWELL BLVD.

SITE PLAN
SCALE 1/16 = 1-0'

N

Files 4956B-69-70
Ross Isl Br - SE 52nd


45'
103
25'
LIGHT STND.
357.38'
P.P
P.P.
ISTING CURB CUT
SE POWELL BLVD.
EXISTING CURB CUT
EXISTING CURB CUT
N

SITE PLAN
SCALE 1/16"=1-0'

Files 49
Ross Isl

HIGHWAY
734-1342 (REV. 10-74)

Sta. 7+80 to Sta.

Name of owner Woody Froom Tire Co.

Mail address 4000 S. W. Shattuck Rd. Phone No. 292-4233

Phone No.

Attorney Address

Purpose of purchase Temp. Easement | OPTION EXPIRES 12-14-78 | Possession Upon tender of payment

Location of property Ross Island Br.-SE 52nd section of

Mt. Hood Highway in Multnomah County

Street address or Sec. T.R. 4601 S. E. Powell Blvd.

How does taking affect remaining property? Temporary easement - entire property remains
(Give details regarding dividing of tract, if appropriate)

Nature of property taken A temporary easement along the south side of the property
(Give details regarding nature, cultivation, improvements and class of property taken)
3' wide containing 151 sq. ft.

Basis of settlement (Give acreage basis, together with special items allowed for, and statement of any extra items to be done or furnished by State in addition to payment of compensation. Tumblehead on back of sheet if necessary.)

Temporary Easement

Land: 151 sq. ft. at $1.82+ per sq. ft. $275.00

Damages: To reestablish lawn. 20.00

Total. . . . . $300.00 (Rd.)

State's Obligations:

1. Replace the driveways in kind.
2. At no time during the course of construction shall more than one driveway onto Powell Blvd. be obstructed.
3. Upon termination of the easement, said work area shall be restored by Grantee, to its present condition as nearly as practicable.

Easement document attached.

Withholding $ NA for

Relocation: 3617 forwarded on 2-23-78 ☐ Improved ☒ Unimproved

☐ Required Displacement: $ Replacement Housing: $ Rent Supplement

Appraisals: $ 300 By Priller Review Appraisal $ 300.00

Staff & $

Fee $ By Carl G. Schmidt
Review Appraiser

☐ Entire taking ☐ Complete restriction of access ☐ Access controlled ☒ Access not controlled
Temp. Easement

Job Prefix 26-2552 Participating $ Non-Participating $

Phone No.

Attorney ____ Address ____

Purpose of purchase Temp. Easement

OPTION EXPIRES 12-14-78

Possession Upon tender of payment

Location of property Ross Island Br.-SE 52nd section of

Mt. Hood Highway in Multnomah County

Street address or Sec. T.R. 4601 S. E. Powell Blvd.

How does taking affect remaining property? Temporary easement - entire property remains
(Give details regarding dividing of tract, if appropriate)

Nature of property taken A temporary easement along the south side of the property
(Give details regarding nature, cultivation, improvements and class of property taken)
3' wide containing 151 sq. ft.

Basis of settlement: (Give acreage basis, together with special items allowed for, and statement of any extra items to be done or furnished by State in addition to payment of compensation. Tumblehead on back if necessary.)

Temporary Easement

Land: 151 sq. ft. at $1.82± per sq. ft.	$275.00
Damages: To reestablish lawn. . . .	20.00
Total	$300.00 (Rd.)

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Easement document attached.

Withholding $ NA for ____

Relocation: 3617 forwarded on 2-23-78 ☐ Improved ☒ Unimproved

☐ Required Displacement: $ ____ Replacement Housing: $ ____ Rent Supplements

Appraisals: $ 300 By Priller Review Appraisal $ 300.00

Staff & $ ____

Fee $ ____ By Carl G. Schmidt
Review Appraiser

☐ Entire taking ☐ Complete restriction of access ☐ Access controlled ☒ Access not controlled
Temp. Easement

Job Prefix 26-2552 Participating $ ____ Non-Participating $ ____

General remarks ____
(Give such general explanation as you desire to support settlement)

Settlement recommended:

Signed Ross K Yamasaki
ROSS K. YAMASAKI Right of Way Agent

____ Date ____
Asst. Right of Way Supervisor

Dated: 6-27-78

____ Date ____
Right of Way Engineer

Authorized by Transportation Commission: Date ____

FINAL REPORT on Real Property Negotiations

GON STATE HIGHWAY DIVISION
ORM 81-734-3042 (REV. 10-74)

File 49568

Sta. 197+80 to Sta.

Name of owner Woody Froom Tire Co.

Mail address 4000 S. W. Shattuck Road Phone No. 292-4233

Phone No.

Attorney Address

Purpose of purchase Temp. Easement OPTION EXPIRES 12-14-78 Possession Upon tender of payment.

Location of property Ross Island Bridge - S.E. 52nd section of Mt. Hood Highway in Multnomah County

Street address or Sec. T.R. 4601 S.E. Powell Blvd.

How does taking affect remaining property? Temporary easement - entire property remains.
(Give details regarding dividing of tract, if appropriate)

Nature of property taken A temporary easement along the south side of the property 3' wide containing 151 sq. ft. ±
(Give details regarding nature, cultivation, improvements and class of property taken.)

Basis of settlement: (Give acreage basis, together with special items allowed for, and statement of any extra items to be done or furnished by State in addition to payment of compensation. Tumblehead on back of sheet if necessary.)

SUPPLEMENTAL FINAL REPORT

Additional State's Obligation:

4. The state is to construct curb cuts at a location as requested in the attached drawing, and at a width to be determined at the time of construction in accordance with the standards set forth by the City of Portland.

Withholding $ N/A for

Relocation: 3617 forwarded on 2-23-78 ☐ Improved ☐ Unimproved

☐ Required Displacement: $ Replacement Housing: $ Rent Supplement

Appraisals: $ 300.00 By Priller Review Appraisal $ 300.00

Staff & $

Fee $ By Carl G. Schmidt
Review Appraiser

☐ Entire taking ☐ Complete restriction of access ☐ Access controlled ☒ Access not controlled

Temp. Easement

Job Prefix 26-2552 Participating $ Non-Participating $

Phone No.

Attorney Address

Purpose of purchase Temp. Easement

OPTION EXPIRES 12-14-78

Possession Upon tender of payment.

Location of property Ross Island Bridge - S.E. 52nd section of

Mt. Hood Highway in Multnomah County

Street address or Sec.-T.R. 4601 S.E. Powell Blvd.

How does taking affect remaining property? Temporary easement - entire property remains.
(Give details regarding dividing of tract, if appropriate)

Nature of property taken: A temporary easement along the south side of the property
(Give details regarding nature, cultivation, improvements and class of property taken.)
3' wide containing 151 sq. ft. +

Basis of settlement: (Give acreage basis, together with special items allowed for, and statement of any extra items to be done or furnished by State in addition to payment of compensation. Tumblehead on back of sheet if necessary.)

SUPPLEMENTAL FINAL REPORT

Additional State's Obligation:

4. The state is to construct curb cuts at a location as requested in the attached drawing, and at a width to be determined at the time of construction in accordance with the standards set forth by the City of Portland.

Withholding $ N/A for

Relocation: 3617 forwarded on 2-23-78

☐ Required Displacement: $ Replacement Housing: $ ☐ Improved ☐ Unimproved Rent Supplement

Appraisals: $ 300.00 By Priller Review Appraisal $ 300.00

Staff & $

Fee $ By Carl G. Schmidt
Review Appraiser

☐ Entire taking ☐ Complete restriction of access ☐ Access controlled ☒ Access not controlled

Temp. Easement

Job Prefix 26-2552 Participating $ Non-Participating $

General remarks
(Give such general explanation as you desire to support settlement)

Settlement recommended:

Right of Way Supervisor Date Signed: Ross K. Yamasaki
Right of Way Agent

Right of Way Engineer Date Dated: July 13, 1978

Authorized by Transportation Commission: Date

File No. 49568
Ross Island Br.-SE 52nd
Ave. Section
Mt. Hood Highway
IX-24(7)

Additional State's Obligations

WX

The state is to construct curb cuts at a location as requested in the attached drawing and at a width to be determined at the time of construction, in accordance with the standards set forth by the City of Portland.

ok 7/13/78

Ned Froom 7-13-78

____

26

STATE OF OREGON INTER[illegible]CE MEMO

TO: MEMO TO FILE

DATE: September 27, 1977

FROM: DONALD ADAMS Don
Project Development Manager

SUBJECT: Powell Boulevard/92nd Avenue Intersection Design

Based on projections for 1990 traffic at this intersection, the right turn lane presently shown on the Powell Boulevard/52nd to 92nd project plans at 92nd Avenue westbound is not required. ok Right turn lanes for westbound and eastbound traffic will not be required based on current traffic projections.

A typical section for east and west approaches (legs) to 92nd Avenue should be an 8 ft. bus turning bay, four through lanes and a left turn lane.

DA:las

cc: Steve Crouch
Ken Limbocker
Hal Versteeg

[illegible]

10-12-77 Letter of Oct. 12 [illegible] confirm this statement above.

1 Versteeg ✓
Christensen
George
? 2 Olson
Terpin
Sullivan
Scott
Savage

RECEIVED
OCT 04 1977
ENGINEERING SECTION

Trout
Do Not File ☐
Return To
Bring Up / /
Action

81-125-1387

(3) 92nd Avenue - This intersection will operate at a "C-D" level of service in 1990 under the lane configuration shown on the preliminary design map. However, the additional lane shown on the west approach of Powell Boulevard (Figure 5) should not be striped for right turns only to 92nd Avenue. That lane would be used by traffic destined southbound on I-205 as well as for traffic turning right to 92nd Avenue. This analysis also assumes that 92nd Avenue south of Powell Boulevard is widened to provide two through lanes and a left turn lane on the south approach.

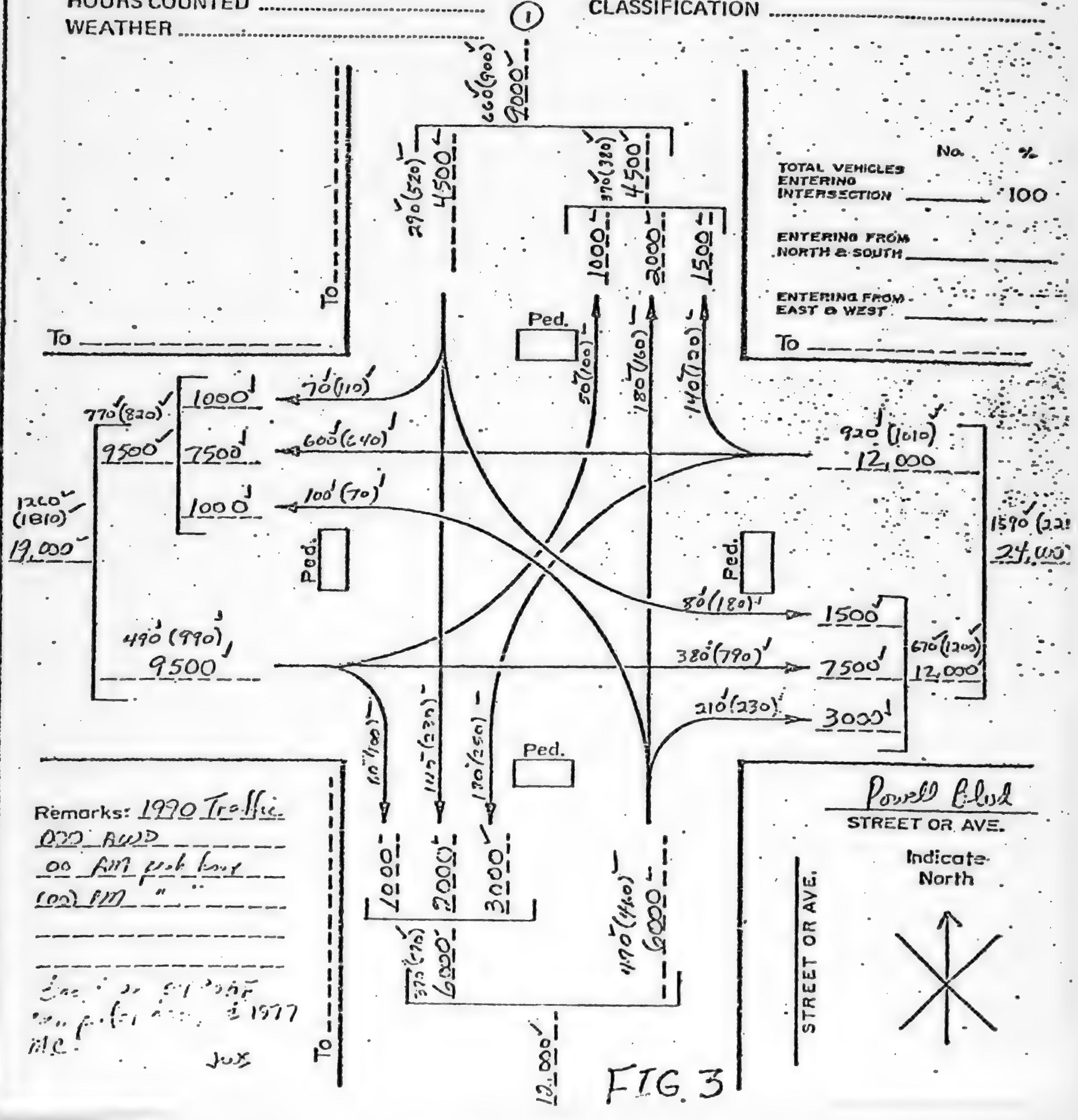
Jack Sullivan
August 1, 1977

OREGON STATE HIGHWAY DIVISION
TRAFFIC ENGINEERING SECTION

TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE 7/27/77
DAY OF WEEK
ACTUAL COUNT (VEH.) HRS.
HOURS COUNTED
PEDESTRIAN COUNT HRS.
HOURS COUNTED
WEATHER

CITY OR COUNTY Portland
INTERSECTION OF 92nd & Powell Blvd
MILE POST
CLASSIFICATION


①
660(900)
9000
290(520)
4500
370(380)
4500
1000
2000
1500
Ped.
50(100)
180(160)
140(120)
To
To
To
To
770(820)
9500
1000
7500
1000
70(110)
600(640)
100(70)
1260
(1810)
19,000
Ped.
Ped.
920(1010)
12,000
1590(221
24,000
80(180)
1500
380(790)
7500
210(230)
3000
670(1200)
12,000
490(990)
9500
60(100)
115(230)
130(250)
Ped.
1000
2000
3000
370(770)
6000
470(440)
6000
12,000
STREET OR AVE.
Indicate North

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION		100
ENTERING FROM NORTH & SOUTH		
ENTERING FROM EAST & WEST		

Remarks: 1990 Traffic
000 AWD
00 AM peak hour
(00) PM "

[illegible] 1977
[illegible]

Powell Blvd
STREET OR AVE.

FIG. 3

OREGON STATE HIGHWAY DIVISION

Traffic Engineering Section

Urban Motor Vehicle Accident Listing

LOCATION City Portland Street Powell Blvd. Hwy. No. 26 Rte. No. —— From 50th To 92nd Period Covered: 1-1-74 to 3-31-77	COLLISION TYPE												ALL COLLISIONS	CLASSIF.			Persons Killed	Persons Injured	REMARKS
	Angle	Head-on	Rear-end	Sideswipe Meeting	Sideswipe Overtaking	Turning	Parking	Non-Collision	Fixed-Object	Pedestrian	Backing	Miscellaneous		Fatal	Non-Fatal	Prop. Damage			
82nd to 92nd																			Fatal: @ 86th MP. 5.91 clr 9-25-74 Dry 10-PM Dark 1-K Ebd car struck stopped Tri-Met Bus
1974			11		1	6							18	1	6	11	1	15	
1975			14		2	10							26		13	13		21	
1976			11			12				1			24	1	11	12	1	31	
3 mos. 1977			2			1							3	1	1	1	1	2	
Total			38		3	29				1			71	3	31	37	3	69	Fatal @ 86th MP. 5.91 6-1-76 cldy 9:30 PM Dry 1-K Day 2-Inj Ebd. car struck Wbd. car making left turn.
At 92nd Ave. MP 5.68																			
1974	3		2		2	10							17		8	9		19	
1975	4	2	4			7							17		8	9		11	
1976	1		3			6							10		6	4		10	
3 mos. 1977			1			1							2			2			Wbd car forced into stopped Nbd. car.
Total	8	2	10		2	24							46		22	24		90	
																			Fatal: @ 86th 1-31-77 Rain MP. 5.91 Wet 10:29 PM Dark 1-K 1-Inj Ebd car struck stopped Ebd Tri-Met Bus
Total	58	6	147	4	21	251	2		17	14	6		526	3	239	289	3	425	

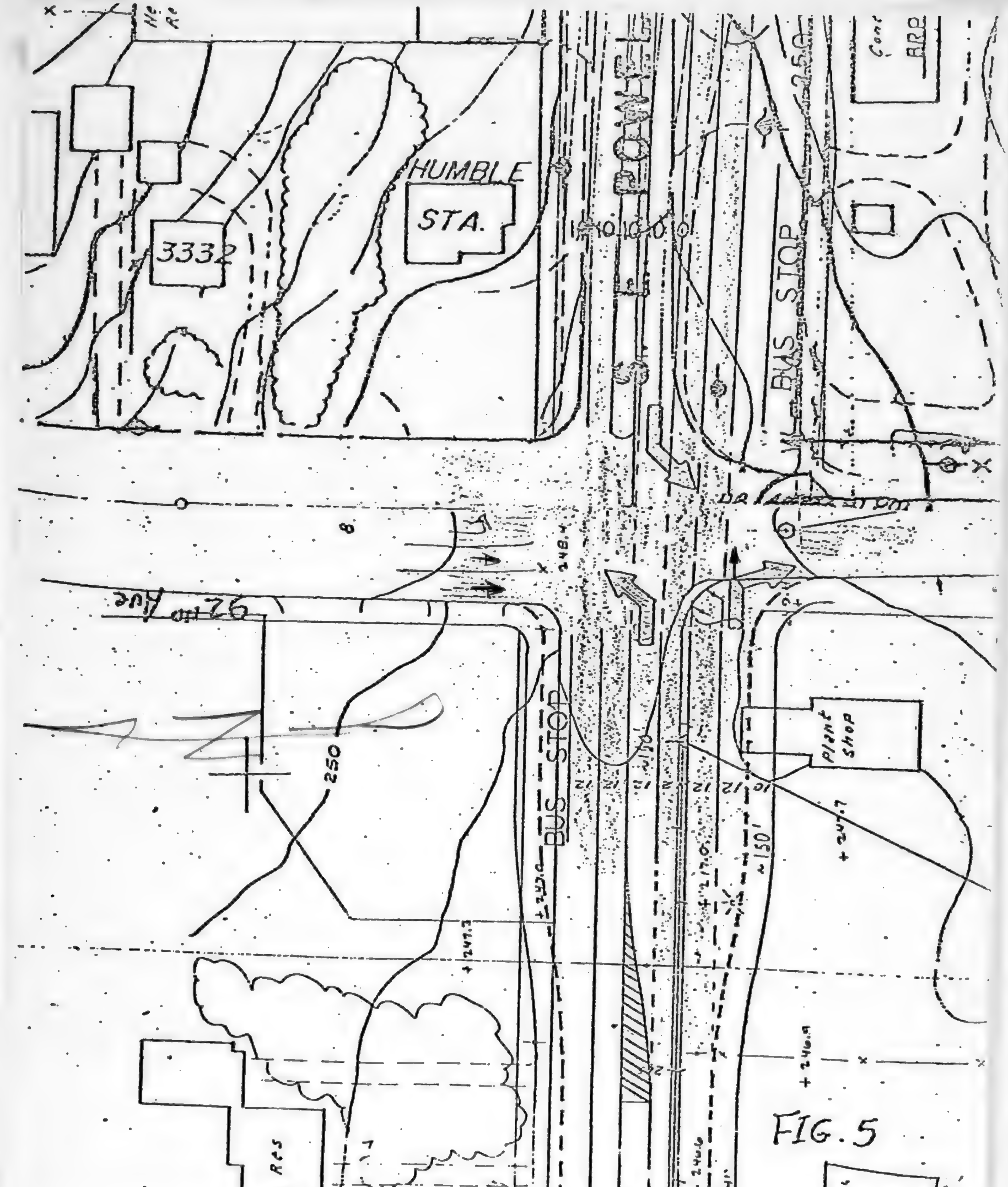

HUMBLE
STA.
3332
BUS STOP
BUS STOP
BUS STOP
92nd Ave
250
250
Plant Shop
Res
+ 248.4
+ 247.3
+ 247.7
+ 246.9
+ 246.6
~150'
12
10

FIG. 5

1983 NE 39th Ave.-NE 87th Ave. 9594
Sec. of Columbia River Hwy.
(Gr, pv, str, sign, ill. & sig.) #8

[illegible] cc: OSHD (D. Forbes) STATE COPY

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	REPORT NO. 15	COUNTY Multnomah	DIVISION Oregon
DATE OF REPORT 1/18/90	REPORT MADE BY W. H. Kappus, Area Engineer		PROJECT NO. IX-68(6)
COMPLETION DATE (Actual) 5/20/86	ACCEPTANCE DATE BY CONRTACT AGENCY 1/31/90	TIME ELAPSED 100 %	CONTRACT TIME 925 CD

LOCATION
See Below

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

N. E. 39TH AVE. - N. E. 87TH AVE.
COLUMBIA RIVER HIGHWAY (I-84)
LRT and Highway Construction

This project provided for the complete reconstruction of I-84 and the construction of a light rail transit (LRT) roadbed adjacent to the highway. The work included grading, base, CRPC pavement; structures and retaining walls; signals and illumination; sound barriers and drainage.

The contract work was awarded to R.A. Hatch Co. on March 1, 1983. Work started on March 8, 1983 and was completed May 20, 1986. One day of liquidated damages was assessed for time overruns. The final project cost overran the original authorization by approximately 4%. There were no major overruns or underruns or major plan changes. The 4% is accounted for in 87 change orders, 36 force orders and an increase in construction engineering. All contract claims have been resolved.

In accordance with FHWA's March 28, 1990 letter, all minor contract change orders on this project are approved. cls

A final inspection of the completed work was made August 5, 1986.

- WHK -

RECEIVED
STATE HWY ENGR
JAN 28 '91
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Cobine
FOR

INFO	INVES	ROUGH DRAFT	DIRECT REPLY	SIGN	ACT	FILE

cg
1-31

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE William H. Kappus		SIGNATURE John T. Price	
TITLE Area Engineer	DATE 1/22/91	TITLE District Engineer	DATE 1/28/91

FORM FHWA 1446B
(Rev. 2-84)
PREVIOUS EDITIONS MAY BE USED.

959.1

August 7, 1990

CON ~~4~~ 5 - 9594

Janet Walters
Sussman Shank & Wapnick
1001 SW 5th
Portland, OR 97204

As requested in your telephone call of Monday, August 6, we have attached a copy of R. A. Hatch Co.'s performance bond on the NE 39th Ave.-NE 87th Ave. Section of the Columbia River Highway (Contract 9594).

Fran Neavoll
COMMISSION SERVICES

FKN/rgb

Attachment

Section IV. Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we
R. A. Hatch Co., an Oregon corporation, by and through its corporate officials doing business at Bend (P. O. Box 6179), Oregon 97708

as principal, and INDUSTRIAL INDEMNITY COMPANY,
a California corporation
and THE AMERICAN INSURANCE COMPANY,
a New Jersey corporation

as surety, are jointly and severally held and bound unto the State of Oregon, in the sum of Twenty-Nine Million Two Hundred Seventy Thousand One Hundred Eighty-Six Dollars ($29,270,186.00)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with the State of Oregon, which contract, together with the applicable plans, Standard Specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to perform certain work and to assume certain obligations, which things he agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said contract.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the applicable Standard Specifications, and shall indemnify and save harmless the State of Oregon, the Oregon Transportation Commission, and members thereof, its officers, employes, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said contractor or his subcontractors; and shall make payment promptly, as due, to all subcontractors and to all persons supplying to the contractor or his subcontractors equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contributions or amounts due the State Accident Insurance Fund and the State

Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employes and payable to the Revenue Department; and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay the State of Oregon, by and through its Transportation Commission, such damages as may accrue to the State under said contract and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, by and through its Transportation Commission, be obligated for the payment thereof.

Witness our hands this 1st day of March, 1983

R. A. Hatch Co.
Principal

By Robert Hatch Pres.

By Suzanne C. Hatch Sec

....
Principal

By ....

By ....

APPROVED AS TO AUTHORITY OF ATTORNEY - IN - FACT FOR THE SURETY COMPANY.
INSURANCE DIVISION - DEPT. OF COMMERCE
BY Diane E. Koenig

THE AMERICAN INSURANCE COMPANY

By: James F. Darby
James F. Darby
Attorney-in-fact

INDUSTRIAL INDEMNITY COMPANY
Surety

By James F. Darby
Attorney in Fact James F. Darby

By Corroon + Black of Oregon
Agent

July 10, 1990

CON 5 - 9594

American Insurance Co.
Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
Bond Department
101 S.W. Main, Suite 1300
Portland, OR 97204

Contract No. 9594 awarded to R. A. Hatch Company for work on N.E. 39th Ave.-N.E. 87th Ave. (Banfield Transitway) Project in Multnomah County was completed on January 2, 1990, and accepted by the State Highway Division on January 31, 1990. The delay in notification of the acceptance date was due to the written assurance from you that there was no claim to the retainage.

The Highway Division Accounting Office will request by letter that the account be closed at Far West Federal Bank and all retainage be released to the contractor.

The total contract amount is $31,794,240.59 including work performed under force account.

Fran Neavoll
COMMISSION SERVICES

FKN:cv

cc: R. A. Hatch Co. mail returned forwarding order expired
P.O. Box 6179
Bend, OR 97708

William M. McAllister
Stoel, Rives, Boley,
Jones & Grey
Attorneys at Law
900 S.W. 5th Ave.
Suite 2300
Portland, OR 97204

Corroon and Black of Oregon
P.O. Box 8699
Portland, OR 97207

Robert O'Halloran
Allen, Kilmer, Schrader,
Yazbeck & Chenoweth
Attorneys at Law
1001 S.W. 5th Ave.
Suite 1600
Portland, OR 97204

bc: Kenneth E. Husby
Steve Littrell
Bobbie Pickerell, Hwy. Acctg.
Bruce Walton
Don Adams
Tom Lulay
Dale Hormann

STATE OF OREGON
HIGHWAY DIVISION - OFFICE OF OPERATIONS 378-6528

INTEROFFICE MEMO

CON 5
C9594

DATE: July 5, 1990

TO: File

FROM: Steve Littrell S Littrell
Contract Claims Coordinator

SUBJECT: Retainage Release
Far West Federal Bank, Account No. 4906-669
N.E. 39th Avenue - N.E. 87th Avenue
R.A. Hatch (Contractor)
Fireman's Fund/Industrial Indemnity (Co-Sureties)
Contract No. 9594

On Tuesday, July 3, 1990, I had a meeting with Mr. Dale Hormann, Assistant Attorney General, Department of Justice, regarding the above referenced subject.

Mr. Hormann reviewed the attached letters from attorneys for the co-sureties that had an assignment of all funds on this project and from the attorney for Riedel Resources, Inc., who is coordinating efforts to clear-up the retainage issue on this project.

Mr. Hormann indicated that these letters are sufficient to now request a release of all retainage on this contract through the Highway Division's normal process. This process will be done through our Accounting Section's Contract Dispersements Unit. They will request, by letter, that the account be closed and all retainage be released to the contractor. Thus, any additional claims on this money would be handled by Far West Federal Bank and Riedel Resources, Inc.

A review of our records indicate that the State has no additional claims on this retainage. I am now recommending release of retainage in Far West Federal Bank account No. 4906-669. The balance would have been approximately $85,000± on December 19,1989.

RECEIVED
STATE HWY ENGR
JUL 6 '90
ASSIGNED TO
FOR

INFO	INVES	ACTION DRAFT	DIRECT REPLY	SIGN	ACT	FILE

125-1387

One final comment. This release of retainage would not have taken this long had the sureties involved signed off on the contract sooner.

Attachment

cc: William McAllister
Robert O'Halloran
G. Kevin Kiely
Jeff Spere
Robert Hawes - Riedel Resources, Inc.
Fran Neavoll - O.D.O.T.
Doug Goldbach - O.D.O.T.
Dale Hormann - D.O.J.

bc: Bill Anhorn
Bobby Pickeral
Bruce Walton

SJL:lje
retainag.sl

STOEL RIVES BOLEY
JONES & GREY

ATTORNEYS AT LAW
SUITE 2300
STANDARD INSURANCE CENTER
900 SW FIFTH AVENUE
PORTLAND, OREGON 97204-1268

Telephone (503) 224-3380
Telecopier (503) 220-2480
Cable Lawport
Telex 703455
Writer's Direct Dial Number
(503) 294-9535

July 2, 1990

VIA FACSIMILE AND REGULAR MAIL

Mr. Steven Littrell
Oregon State Highway Department
Operations Division
2950 State Street
Salem, OR 97310

Re: Principal: R.A. Hatch Co.
Project: OSHD 9594, Banfield
Matter: Retainage
Co-Sureties: Fireman's Fund Insurance and Industrial Indemnity
Fireman's Fund Ins. Claim. File No. B-456-S-546576

Dear Mr. Littrell:

When we talked some time ago, I indicated that our clients, Riedel International, Inc. and Riedel Resources, Inc. had reached an agreement with Far West Bank to settle several matters, including a division of the retainage held by Far West on OSHD 9594. In our earlier conversations, you indicated that all of the Davis, Bacon claims had been settled and we had been advised by letter from Dick Yetter that final acceptance of Job No. 9594 would be recommended, and that upon final acceptance the State would release all retainage. In our subsequent telephone conversation, you indicated that before releasing the retainage you wanted written assurance from the bonding companies that they made no claim to the retainage on Job No. 9594.

Enclosed with this letter is a letter signed by counsel for Fireman's Fund and American Indemnity which I believe should be sufficient for your purposes. We hope to close our settlement tomorrow so I would appreciate it if you would call to confirm that OSHD has no further claim to these funds.

If you have any questions or need anything further from us, please let me know.

Very truly yours,

William M McAllister

William M. McAllister

WMM:prm
Enclosure
cc (w/encl.): Mr. G. Kevin Kiely
Mr. Robert O'Halloran
Ms. Fran Neavoll
Mr. Jeff Spere
Mr. Robert Hawes

wmm1

RECEIVED
JUL 5 1990
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

ALLEN, KILMER, SCHRADER, YAZBECK & CHENOWETH
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

1600 SECURITY PACIFIC PLAZA
1001 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204
TELECOPIER 503-222-5290
TELEPHONE 503-224-0055

May 23, 1990

Steven Littrell
Oregon State Highway Department
Operations Division
2950 State Street
Salem, OR 97310

Re: Principal : R.A. Hatch Co.
Project : OSHD 9594, Banfield
Matter : Retainage
Co-Sureties: Fireman's Fund Insurance and Industrial Indemnity
Fireman's Fund Insurance Claim File No. B-456-S-546576

Dear Mr. Littrell:

As you may know, I am counsel for Fireman's Fund Insurance Company, one of the co-sureties for R.A. Hatch Co. on the above-referenced project. On behalf of Fireman's Fund, I hereby advise the Oregon State Highway Department that Fireman's Fund releases any rights, interest, or assignment it may have in the retainage on this project.

As you also know, G. Kevin Kiely of the firm of Schwabe, Williamson is local counsel for our co-surety, Industrial Indemnity. By his signature below, Mr. Kiely likewise advises the Oregon State Highway Department that Industrial Indemnity releases any rights, interest, or assignment it may have in the retainage on this project.

Should you have any questions, please do not hesitate to call.

Very truly yours,

Robert O'

Robert L. O'Halloran

G Kevin Kiely

G. Kevin Kiely

RLO/me

cc: Fran Neavoll
William M. McAllister, Esq.
Martin E. Van Tassell

FIREMA/Hatch/Littrell.001

95

STATE OF OREGON
Office of Operations 378-6318

INTEROFFICE MEMO

TO: Mary Mattson, Administrative Assistant
Bureau of Labor and Industries
Wage and Hour Division

DATE: December 22, 1989

FROM: Dick Yetter, Labor Compliance Officer
Oregon State Highway Division

SUBJECT: Back Wage Settlement

This check in the amount of $82,215.81 represents the final determinations of money owed to various truck drivers on Oregon State Highway Division contract No. 9594, the Banfield Project.

A partial listing of those drivers and the amounts owed to each one is on the accompanying list. This office is still attempting to locate the remaining drivers and will forward those names and addresses to you as soon as they become available.

Your assistance in this matter is greatly appreciated.

DY:cv

Attachment

C12222

2-9-90
cc: Fran Neavoll - F.Y.I. & FILES

RECEIVED
FEB 12 1990
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

25-1387

STATE OF OREGON

BUREAU OF LABOR AND INDUSTRIES

A 7929

Date 12-22-89

RECEIVED FROM Or. Hwy Div/Dick Yetter

Address

The sum of $2,215.81/ DOLLARS

For unpd wages R.P. Hutton

Payable to State of Or.

Cash

Check X

M. O.

BUREAU OF LABOR AND INDUSTRIES

By Mary J. Erikson

SP*40156-839

FAR WEST FEDERAL BANK
421 S.W. 6TH AVE.
PORTLAND, OREGON 97204

jc2804906669
R.A. Hatch Co.

61-036110368

DATE [illegible] 19 [illegible]

PAY The sum of 82,215 dol's 81 cts

TO THE ORDER OF ***State of Oregon***

ISSUED BY AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY INC Englewood Colorado
SOUTHEAST BANK N.A., MIAMI FLORIDA

63-58
660

⑈0361103688⑈ ⑆066000581⑆ 111 0290 2⑈5790

NAME	AMOUNT
Mike Adams 18180 S. Christine Ct. Oregon City, OR 97045	$ 56.75
Richard Bedinger 27942 S. Hwy 211 Estacada, OR 97023	$ 956.02
Ken Beitz 247 S. Deer Prineville, OR 97754	$ 8,683.90
Jerry Blackwell 7812 SE Crystal Springs Blvd. Portland, OR 97266	$ 347.82
Rick Cobb 2475 20th St. Baker, OR 97814	$ 1,842.00
Duane C. Coe P. O. Box 1441 Whitehouse, TX 75791	$ 461.88
Randy Comstock 19920 Granite Dr., Space 214 Bend, OR 97702	$ 2,438.48
Karl Dahm 1738 NE Elliott Place Gresham, OR 97030	$ 7,996.77
Wayne Danforth 14265 SE Holly View Ln. Boring, OR 97009	$ 266.33
Ron Elmore 53094 NW 11th St. Scappoose, OR 97056	$ 1,476.63
Kim Esperland 16111 SE Foster Rd. Portland, OR 97236	$ 261.29
Irwin W. "Bud" Geer 933 NE Hood Gresham, OR 97303	$ 2,325.37
Dave Halbiesen 898 Delta Dr. NE Salem, OR 97303	$ 146.07

Dennis Hughes 8020 SE Cypress Milwaukie, OR 97267	$ 187.70
Lance Krauss 10213 Overland Trail Cherry Valley, CA 92223	$ 363.71
Norman Masten 105 NE 17th Ave. Camas, WA 98607	$ 2,275.20
Chester McCarney 746 SE 187, Apt. #11 Portland, OR 97233	$ 1,504.48
Mike McCright 655 SW 15th Redmond, OR 97756	$ 1,064.42
Art Miller P. O. Box 327 Uina, CA 96092	$ 5,149.18
Shawn Martin 545 North H St. Lakeview, OR 97630	$ 109.40
Gary Obrist 31619 Lusted Rd. Gresham, OR 97080	$ 3,255.95
Richard Orren 27942 S. Hwy 211 Estacada, OR 97023	$ 4,195.05
William Orren 27942 S. Hwy 211 Estacada, OR 97023	$ 1,983.09
Mike Pfeiffer P. O. Box 217 Boring, OR 97009	$ 102.30
Robert S. Rogers 6534 SE 108th Portland, OR 97266	$ 1,138.46
Larry Sager 24400 SE Vancuren Eagle Creek, OR 97022	$ 1,084.64

Don Stone 10943 SE 129 Ave. Portland, OR 97236		$ 263.84
Dale Ward 7060 SW Beveland Tigard, OR 97223		$ 43.65
Calvin Webb 14844 Delft Ave. W. Rosemont, Minnesota 55068		$ 1,196.69
Richard Webb 17655 SE Bluff Rd., Space 67 Sandy, OR 97055		$ 3,443.39
Morris C. Wilson 115 Akins Dr. Prineville, OR 97754		$ 3,797.43
	TOTAL	$58,417.89

cv
C12221

DEC 11

SUSSMAN, SHANK, WAPNICK, CAPLAN & STILES

ATTORNEYS AT LAW

GILBERT SUSSMAN (1905-1985)
JEROME B. SHANK
NORMAN WAPNICK*
BARRY P. CAPLAN
WILLIAM N. STILES*
JOHN P. DAVENPORT
JEFFREY R. SPERE
RONALD A. SHELLAN
RICHARD G. SPIER**
HOWARD M. LEVINE
JANE E. ANGUS
STUART I. TEICHER
SYLVIA E. STEVENS
DONALD H. FRIEDMAN, L.L.M. (TAX)****

1111 SECURITY PACIFIC PLAZA
1001 SOUTHWEST FIFTH AVENUE
PORTLAND, OREGON 97204-1111

TELEPHONE (503) 227-1111

FACSIMILE (503) 248-0130
TELEX 360823 HQPTL

MARVIN S.W. SWIRE
OF COUNSEL

ROBERT L. CARLTON
GARY E. ENLOE
MICHAEL G. HALLIGAN
JEFFREY C. MISLEY
JOSEPH V. OCHOA
KAREN D. RANDOLPH
THOMAS W. STILLEY

ALSO ADMITTED TO:
*NEW YORK BAR
*CALIFORNIA BAR
**WASHINGTON BAR
**MISSOURI BAR

December 8, 1989

VIA FACSIMILE

Mr. William M. McAllister
Stoel, Rives, Boley, Jones & Grey
Suite 2300 Standard Insurance Center
900 S.W. Fifth Avenue
Portland, OR 97204-1268

Re: Far West Federal Bank/Riedel
Our File No. 6835-011

Dear Bill:

The State of Oregon has made demand upon Far West to release $82,215.81 from the retainage account on job no. 9594. Far West intends to comply with the states request on December 15, 1989 unless Riedel advises us to the contrary.

Thank you for your cooperation and assistance.

Very truly yours,

SUSSMAN, SHANK, WAPNICK, CAPLAN & STILES

Jeffrey R. Spere

JRS:pb
05/61\mcallister.L01
cc: George DeCloedt

OK 12-18-89

DAVE FROHNMAYER
ATTORNEY GENERAL

JAMES E. MOUNTAIN, JR.
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
GENERAL COUNSEL DIVISION
Justice Building
Salem, Oregon 97310
Telephone: (503) 378-4620

December 6, 1989

Jeffrey R. Spere
Sussman, Shank et al.
1111 Security Pacific Plaza
1001 Southwest Fifth Avenue
Portland, OR 97204-1111

Re: R.A. Hatch Retainage
Your File No. 6835-011
DOJ File No. 734-150-GG045-89

Dear Mr. Spere:

This letter is to confirm our phone conversation of this date.

The Highway Division hereby demands immediate receipt of $82,215.81 from the above-referenced retainage account. Said monies will be utilized by the state to pay those claims outlined in the attachment to my letter to you of October 5, 1989.

Please ask your client to make the check payable to Oregon Department of Transportation, Highway Division and have it delivered to me.

Sincerely,

Cynthia A. Carter
Assistant Attorney General
General Government Section

CAC:aml/1803G

R4 ✓

Office of Operations 378-6318 FILE: CON 5
9594

Doug Goldbach
Controller

September 4, 1989

Kenneth D. Karnosh
Contract Administration Engineer

Retainage Account
NE 39th-NE 87th Avenue Section
R. A. Hatch, Contractor
Contract No. 9594

The retainage on this contract is now in a Super Savings Passbook account at Far West Federal Bank. As you know, the contractor is no longer in business and the bonding people are trying to close out the contract.

One of the last things remaining is to settle some wage claims to truckers on the job, amounting to about $83,000. The involved sureties are hesitant to pay those claims unless they are assured of getting that amount from retainage in this account.

Please make a demand for $90,000 from this account to be placed in an account under your control. The proper party can then be paid for the costs of the truckers' wages. Any remaining funds would be handled as retainage. Thanks.

KDK:kjm

cc: Cindy Carter

09011k

CE ___ CAE ___
COE ___ OM ___
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CAM ___
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RECEIVED
CONSTRUCTION
SECTION
SPC ___ TC ___
FILE ___

RIEDEL RESOURCES, INC.
4555 N. CHANNEL AVE., P. O. BOX 3320, PORTLAND, OR 97208-3320
503/285-9111

August 16, 1989

Richard Hacek, Assistant Controller
Transportation Accounting
Oregon Department of Transportation
434 Transportation Building
Salem, OR 97310

Reference: 9594 Banfield Truck Issue

Dear Sir:

Cindy Carter of Justice (378-4620) indicated you were the proper person to contact for the information listed below. The information is needed to clarify the ownership and entitlement to retention monies on Contract 9594 Banfield. These funds are now being held in the Far West Federal Bank in an account in the name of R. A. Hatch or R. A. Hatch Co.

Our attorney requests that the State furnish the following:

1. A listing of all progress estimates on 9594 as follows:

Date	Period	Est. No.	Gross Earnings	Retention	Additions or Deductions	Net Pay

2. Evidence of payment of retention amounts - check copies, drafts or wire transfers.
   - A. To whom paid.
   - B. Bank and account number if known.
3. Details and evidence of any withdrawals of any retention amounts by the State.

The documentation should be detailed enough to hold up in court.

If you have any questions concerning providing this information, please call Cindy Carter, and she will approve the release of the information.

Sincerely,

RIEDEL RESOURCES, INC.

Robert E. Hawes

Robert E. Hawes
Manager, Internal Audit

REH:lkt

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

August 14, 1989

In Reply Refer To
File No.:

ACC

Mr. Robert L. O'Halloran
Allen, Kilmer, Schrader, Yazbeck & Chenoweth
Attorneys and Counselors
1001 S.W. Fifth Avenue
Portland, Oregon 97204

RE: Response to Correspondence Dated August 2, 1989
Principal: RA Hatch Co.
Project: OSHD 9594, Banfield
Fireman's Fund Insurance Company
Claim File: H-864-S-546576

Your letter of August 2, 1989, requesting information regarding the bank account and retainage held on the above referenced contract was referred to me.

According to our records, no retainage is being held on this contract at any institution other than at Far West Federal Bank.

Teri Rahmsdorf, Manager and Vice President of Far West Federal Bank, along with Teresa Sprowls of that institution supplied me with the following information:

1. The Account was changed from a certificate to a Super Savings Passbook Account on June 2, 1986 No correspondence was required to make this change; therefore, no record of whom initiated the change is recorded. It is assumed the change was made because the certificate required the funds be left in the certificate a stipulated amount of time in order to avoid penalties for early withdrawal, whereas the Super Savings Passbook had no such restrictions.

KG/DH/dg/Super Savings Passbook Account

2. The name on the account is R.A. Hatch. The account is assigned to Oregon State Highway Department which means the funds cannot be withdrawn unless approval is given by the Highway Division. The account also references contract 9594.

3. The Amount in the fund as of August 10, 1989, was $ 165,196.65.

If you have any further questions, or if we can be of any further assistance, please contact me at 378-6578.

Dick Hacek
Assistant Controller
Transportation Accounting

cc: Cindy Carter, Attachments
Frances Neavoll
Kathleen Grabski

RECEIVED
AUG [illegible] 1989
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

KG/DH/dg/Super Savings Passbook Account

Con 4
9594

August 8, 1989

Robert L. O'Halloran
Attorney at Law
1001 S. W. Fifth Avenue
Portland, OR 97204

I am referring your letter of August 2 concerning the R. A. Hatch Company Contract No. 9594 to Dick Hacek in our Highway Accounting for reply.

If you need to contact him, the telephone number is 378-6578.

Fran Neavoll
COMMISSION SERVICES

FKN:cv

bc: Dick Hacek
Please reply direct to Mr. O'Halloran

ALLEN, KILMER, SCHRADER, YAZBECK & CHENOWETH
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

1600 SECURITY PACIFIC PLAZA
1001 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204
TELECOPIER 503-222-5290
TELEPHONE 503-224-0055

795 CITIZENS BUILDING
975 OAK STREET
EUGENE, OREGON 97401
TELECOPIER 503-484-9779
TELEPHONE 503-687-9210

PLEASE REPLY TO PORTLAND OFFICE

August 2, 1989

Ms. Fran Neavoll
Oregon State Dept.
of Transportation
Commission Services
121 Transportation Building
Salem, OR 97310

Re: Principal : R.A. Hatch Co.
Project : OSHD 9594, Banfield
Fireman's Fund Insurance Company
Claim File: H-864-S-546576

Dear Ms. Neavoll:

As you recall, I represent Fireman's Fund Insurance Company, one of the co-sureties on this project.

Recently, I learned that the retainage on this project may have been deposited to an unrestricted savings account at Far West Federal Bank under the name of Robert Hatch or R.A. Hatch Co. rather than in the name of OSHD. As a consequence, it is my understanding that Far West Federal Bank may take the position that it has a superior right to those funds.

While Fireman's Fund will continue to look to OSHD in any event for payment of the retainage balance, it is concerned about this situation.

I would appreciate it if you or somebody else from Commission Services or Accounting could look into the matter and advise as to the status of the account and the manner in which the funds have been deposited.

As part of the response, I would appreciate it if you could confirm the precise amount of the retainage currently being held and specify what portion of that retainage is in the account at

Far West. I will be on vacation the week of August 7, but would appreciate it if a response could be provided during the week of August 14.

Should you have any questions or if I may be of further assistance, please do not hesitate to call.

Very truly yours,

Bob O'H

Robert L. O'Halloran

cc: Fireman's Fund Ins. Co.
Attn: Martin E. Van Tassell

FIREMA\HATCH\Neavoll.001(B)

RECEIVED
AUG -3 1989
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
THE OREGON DIVISION
The Equitable Center, Suite 100
530 Center Street, N. E.
Salem, Oregon 97301

February 3, 1989

IN REPLY REFER TO
HA.1-OR/

Mr. Donald E. Forbes
State Highway Engineer
Oregon State Highway Building
Salem, Oregon 97310

Dear Mr. Forbes:

Oregon Project IX-68(6)
N.E. 39th Avenue - NE 87th Avenue
Commercial Source Status of AFAB, dba Empco

We have reviewed Mr. O. B. Jackmond's December 15, 1988 letter on the commercial source status of AFAB, Inc., dba Empco for the subject project.

Based on the information provided in Mr. Jackmond's letter, we concur that Empco could not be considered a commercial source operation at the 212th and Glisan Street location and that all trucking operations out of that location are considered contract covered work.

Sincerely yours,

William H. Kappus
for Dale E. Wilken
Division Administrator

done
2-13-89.
Vo.

Sherri
Send on to
Construction
please"
US

NOTED
SHE'S OFFICE

US

RECEIVED
STATE HWY ENGR
FEB 8 '89
ASSIGNED TO
Anhorn
FOR
INFO
X

9594

TONKON, TORP, GALEN, MARMADUKE & BOOTH
LAW OFFICES
1800 ORBANCO BUILDING
1001 S. W. FIFTH AVENUE
PORTLAND, OREGON 97204-1162
(503) 221-1440
TELECOPIER: (503) 274-8779

September 6, 1988

Mr. Allen Harwood
Highway Division
9000 S. E. McLoughlin Boulevard
Milwaukie, Oregon 97222

Re: Your File No. 51146
Willamette River/I-205 Section (Banfield Transit Way
Portland, Multnomah County, Oregon

Dear Mr. Harwood:

On June 29, 1988, I mailed to you copies of the Granada Investment Co. (Granada Court) checks for the repair of the broken sewer line. I have not yet received the payment of $1,395.80. Kindly give this matter immediate attention. It is long past due.

Yours very truly,

Morris J. Galen

Morris J. Galen

MJG:pjv

9-12
sent a 2nd copy of the
original bill (retrieved
from files) to Accounting
w/a charge #, etc
they should pay.
al

RECEIVED
STATE HWY ENGR
SEP 8 '88
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

STATE OF OREGON

INTEROFFICE MEMO

TO: DON ADAMS
Assistant State Highway Engineer

DATE: June 30, 1988

FROM: ALLAN C. HARWOOD
Region Operations Engineer

SUBJECT:

Union - 39th
Contract No. 9594
Bill from Granada Investment Co.

Some time back I discussed with you a bill we had received from an attorney, Morris Galen, representing an apartment building owner for repairs to a sewer. I am enclosing the bill with the request you approve reimbursement to the property owner.

During construction of the subject project, we had a temporary easement for construction of a retaining wall. In constructing the wall, the sewer from the apartment was encountered and was in direct conflict with the work. As an item of extra work, we had the contractor do some relocation work on the sewer and make some repairs. We recognized the possibility that some additional, undetected damage may have been done to the sewer but elected to not have the contractor replace any more of the service. It is the opinion of the project manager that the damage was the result of our actions and that we, not the contractor, should be responsible.

The bill was submitted to risk management. They returned it to me with a letter which is attached.

Also enclosed is a copy of canceled checks documenting payment as claimed.

It would be good business to have a statement on the check or as a seperate document relieving the state of any further liability in the matter.

My recommendation is that we reimburse the property owner for the costs incurred.

If prefix is insufficient call Joe Dreniser 229-5860

7/7 Approved

writing

Charge to C9513 | 210/03

cc Al Harwood
Ken Husby
Cm

RECEIVED
STATE HWY ENGR
JUL 1 '88
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

81.123.1387

STATE OF OREGON

INTEROFFICE MEMO

TO: DON ADAMS
Assistant State Highway Engineer

DATE: June 30, 1988

FROM: ALLAN C. HARWOOD
Region Operations Engineer

SUBJECT:

Union - 39th
Contract No. 9594
Bill from Granada Investment Co.

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The bill was submitted to risk management. They returned it to me with a letter which is attached.

Also enclosed is a copy of canceled checks documenting payment as claimed.

It would be good business to have a statement on the check or as a seperate document relieving the state of any further liability in the matter.

My recommendation is that we reimburse the property owner for the costs incurred.

7/7
Approved

ACH:cms

7/7 Original to Accounting
cc Al Harwood
Ken Husby
cm

Charge to C9513/510/03

RECEIVED
STATE HWY ENGR
JUL 1 '88
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

81-125-1307

TONKON, TORP, GALEN, MARMADUKE & BOOTH
LAW OFFICES
1800 ORBANCO BUILDING
1001 S. W. FIFTH AVENUE
PORTLAND, OREGON 97204-1162
(503) 221-1440
TELECOPIER: (503) 274-8779

MOE M. TONKON
(1905-1984)

TERRY W. BAKER*
VICKI A. BALLOU
BRUCE G. BERNING
OWEN D. BLANK
MARC S. BOCCI
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*A PROFESSIONAL CORPORATION

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KENNETH D. STEPHENS
FREDERICK H. TORP
PHILIP S. VAN DER WEELE
JOSEPH S. VOBORIL*
MARJORY A. WALL
JAMES M. WHITTY

June 29, 1988

Mr. Allen Harwood
Highway Division
9000 S. E. McLoughlin Boulevard
Milwaukie, Oregon 97222

Re: Your File No. 51146
Willamette River/I-205 Section (Banfield Transit Way)
Portland, Multnomah County, Oregon

Dear Mr. Harwood:

I am enclosing copies of checks from Granada Investment Co., d/b/a Granada Court, payable to A-Save Construction for $1,342.80 and to Roto Rooter Service for $53, representing the total cost incurred for repair of the broken sewer line. The bill to Roto Rooter Service was incurred when the sewer problem first developed and Roto Rooter discovered that the lines had been broken. That bill was inadvertently not included in my letter of June 10, 1988. Granada Investment Co. should be reimbursed for the total of both bills, $1,395.80. Kindly have payment sent to the undersigned.

Yours very truly,

Morris J. Galen

Morris J. Galen

MJG:pjv
Enclosures

THIS CHECK IS DELIVERED FOR PAYMENT ON THE FOLLOWING ACCOUNTS

DATE		AMOUNT	

10789

GRANADA COURT
2323 NE. PACIFIC 232-5759
PORTLAND, OR 97232

Dec 27 1987

24-12
1230

PAY TO THE ORDER OF A-Save Construction $ 1342.80

One Thousand Three Hundred Fourty Two + 80/100 DOLLARS

First Interstate Bank

First Interstate Bank
of Oregon, N.A.
Portland Main Branch
P.O. Box 3436
Portland, OR 97208

William T [illegible]

⑈010789⑈ ⑆123000123⑆004 007337 7⑈ ⑈0000134280⑈

Deposit Only
A-Save Const Inc
091-0008-234

JA '88 04
[illegible]ST. NAT'L BANK
[illegible]TLAND, OREGON
1230-0022-9

JA '88 05
FIRST INTERSTATE BANK N.A.
PORTLAND, OREGON
1230-0012-3

UNITED STATES NATIONAL BANK OF OREGON
PORTLAND, OREGON
24-22

THIS CHECK IS DELIVERED FOR PAYMENT ON THE FOLLOWING ACCOUNTS

DATE		AMOUNT	
PO 06302			

10788

GRANADA COURT
2323 NE. PACIFIC 232-5759
PORTLAND, OR 97232

Dec 15 1987

24-12/1230

PAY TO THE ORDER OF Roto Rooter Ser. $ 53.00

Fifty Three and no/100 DOLLARS

First Interstate Bank

First Interstate Bank of Oregon, N.A.
Portland Main Branch
P.O. Box 3438
Portland, OR 97208

06302 ⑈010788⑈ ⑆123000123⑆004 007337 7⑈ ⑈0000005300⑈

05 JAN 88

24-12 24-12
PORTLAND, OREGON
of Oregon, N.A.
First Interstate Bank
[illegible] BANK P[illegible]
24-12 121 24-12

16859093

JA '88 05 REG
FIRST INTERSTATE BANK N.A.
PORTLAND OREGON
1230-0012-3
24-12

27360832

[illegible] TO THE ORDER OF (100)
FIRST INTERSTATE BANK OF OREGON, N.A.
FOR DEPOSIT ONLY
Roto-Rooter Service & Plumbing Co
100 02370-3

TONKON, TORP, GALEN, MARMADUKE & BOOTH
LAW OFFICES
1800 ORBANCO BUILDING
1001 S. W. FIFTH AVENUE
PORTLAND, OREGON 97204-1162
(503) 221-1440
TELECOPIER: (503) 274-8779

MOE M. TONKON
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FREDERICK H. TORP
PHILIP S. VAN DER WEELE
JOSEPH S. VOBORIL*
MARJORY A. WALL
JAMES M. WHITTY

June 10, 1988

Mr. Allen Harwood
Highway Division
9000 S. E. McLoughlin Boulevard
Milwaukie, Oregon 97222

Re: Your File No. 51146
Willamette River/I-205 Section (Banfield Transit Way)
Portland, Multnomah County, Oregon

Dear Mr. Harwood:

Pursuant to our telephone conversation, I am enclosing a copy of my letter to the Department of Transportation dated March 11, 1988, together with a copy of the bill paid by Granada Investment Co. for repair of broken sewer lines. Kindly arrange for reimbursement of my client's expenses of $1,342.80. The payment should be sent to me.

1395.80

Yours very truly,

Morris J. Galen

MJG:pjv
Enclosures

7/1
$1395.80
Approved

NEIL GOLDSCHMIDT
GOVERNOR

Department of General Services
RISK MANAGEMENT DIVISION
1225 FERRY ST., SE, SALEM, OREGON 97310

OM MRE CE PPM
RECEIVED
APR 7 1988
Region 1 RSO
RAS PA EM TNG LM

April 4, 1988

Allan C. Harwood
Highway Regional Operations Engineer
9002 SE McLoughlin Boulevard
Milwaukie, OR 97222

Re: Claimant: Granada Investment Company
Claim No.: L30630
Incident Date: 12-12-87

You have forwarded and we have discussed the incident involving the damage done to apartments belonging to the Granada Investment Company located on 23rd and NE Pacific, Portland, Oregon. Apparently, the damage was caused when digging was performed on the Columbia River Highway Project.

The claimant and Highway Department entered into an easement allowing the State to go upon the claimant's property to perform certain acts necessary to the project. The easement did provide that the grantee will be responsible for any damage performed during the project and during the term of the easement. Apparently, damage was done and repairs needed to be completed in the amount of $1,611.36 by A-Save Construction of Portland.

The purpose of this letter is to advise you that this Department has reviewed the papers provided and it would appear that the easement covers the incident in question. Additionally, it would also appear that the tort claim statute does not cover this loss and for this reason, we are advising you that the responsibility for the bill submitted is with the Department or the contractor. If you have any questions, please call.

Sincerely,

David L. Black

David L. Black
Claims Specialist
Phone: 378-5468

DLB:bas
5255I

cc: Cindy Carter, Highway Department

STATE OF OREGON

INTEROFFICE MEMO

TO: RISK MANAGEMENT

DATE: March 25, 1988

FROM:
ALLAN C. HARWOOD
Region Operations Engineer

SUBJECT:
Claim for Sewer Repairs

Enclosed is a request from an attorney representing Granada Investment Company for reimbursement for costs incurred in repair of a sewer serving an apartment building owned by Granada. During reconstruction of the Banfield, the sewer for the apartment building was encountered within the temporary construction easement granted by Granada. The sewer line was partially replaced by the contractor as an extra work item.

In talking with our project people, they suggest the damage to the sewer from the construction work may have extended beyond the area repaired. I would emphasize, the repair work performed was extra work performed at our direction and only on sections of the sewer we identified as needing to be repaired.

ACH:cms
cc: Cynthia Carter

TONKON, TORP, GALEN, MARMADUKE & BOOTH
LAW OFFICES
1800 ORBANCO BUILDING
1001 S. W. FIFTH AVENUE
PORTLAND, OREGON 97204-1162
(503) 221-1440
TELECOPIER: (503) 274-8779

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FREDERICK H. TORP
PHILIP S. VAN DER WEELE
JOSEPH S. VOBORIL*
MARJORY A. WALL
JAMES M. WHITTY

March 11, 1988

Department of Transportation
Highway Division
Transportation Building
Salem, Oregon 97310

Re: Your File No. 51146
Willamette River/I-205 Section (Banfield Transit Way)
Portland, Multnomah County, Oregon

Gentlemen:

We represent Granada Investment Co., who is the owner of real property located in Block 42, Sullivan's Addition to East Portland, Portland, Multnomah County, Oregon. We enclose herewith a copy of temporary easement which was granted to you in connection with the work performed by you in 1982. Your attention is directed to the provisions of the easement as follows:

> "Grantee agrees that, if . . . any portion of Grantor's property is damaged as a result of the project, or of any work or activity by the Grantee or persons employed by the Grantee, all damage will be repaired or damaged property will be replaced by Grantee at its expense, without any expense to Grantor."

During December, our client continually experienced trouble with its sewer line. When it had the work repaired, it was discovered that you or persons working under you had broken the sewer lines from the property. The work was repaired at a cost to our client of $1,342.80. We enclose herewith a copy of the bill from A-Save Construction, who performed the work. Mr. Ed Scofield, City of Portland Inspector, inspected the work and confirmed that the sewer lines had been broken during highway construction.

Kindly arrange for prompt payment to Granada Investment Co. of the total sum of $1,342.80 to reimburse it for the damage caused by you during the work.

Yours very truly,

Morris J. Galen

MJG:pjv
Enclosures

Copy: Dr. William Galen

SEWER HOOKUPS	A-SAVE CONSTRUCTION	DRAIN FIELDS
BACKHOE WORK	5642 S.E 115 TH.	DRYWELLS
RAIN DRAINS	PORTLAND, OREGON	TANKS
760-4055	97266-3904	761-5801

*-

GRANADA COURT APARTMENTS
2323 N.E. PACIFIC 12-15-87
PORTLAND OR
97232 INV.#C-2189

*-

**JOB: 2323 N.E. PACIFIC
PHONE: 232-5759

*-

12-12-87

SEWER_REPAIR:

# 1	PERMIT-------------------------------	$41.80
# 2	BACKHOE: 8 HRS. @ $45 PR. HR.-------------	$360.00
# 3	LABORS: FOUR 8 HRS. EA. @ $18 PR. HR.---------	$576.00
# 4	1-TRUCK: 8 HRS. @ $20 PR. HR.-------------	$160.00
	SUB TOTAL-------	$1137.80

5 SHORING RENTAL & PIPE:

SHORING RENTAL---------	$30.00
20 FT. PIPE @ $3 PR. FT	$60.00
3 FRENCO @ $25 EA.-----	$75.00
1 - 6 X 6 YEE----------	$25.00
1 - 6 INCH 1/18 BEND---	$15.00

$205.00

PAID # 10789
12-27-87

SUB TOTAL------- $1342.80 + 53
= 1395.80

6 OVERHEAD 20%--------------------- ~~$268.56~~

TOTAL----- ~~$1611.36~~

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 5-177	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State OREGON
PROJECT REPORT NUMBER	5-2-88	County MULTNOMAH
MODIFICATION NUMBER 4		Project Number IX-68(6)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on April 7, 1983, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 83,180.00	$ 74,813.00
Federal funds	$ 70,703.00	$ 63,675.00
Other revisions		

This modification is made for the following reasons: To release Federal funds for use on other projects.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 25TH day of MAY, 1988.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Joseph N. Speight for
Manager, Program Section
(Title)

By FOR: Donald E. Forbes, P.E.

State Highway Engineer
(Title)

By
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)
For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon May 19, 1988

Federal-Aid Project No. IX-68(6)

NE 39th Avenue-NE 87th Avenue Section
Banfield Freeway Highway
Multnomah County

REVISED PROJECT AGREEMENT ESTIMATE

Highway Related Work
Type Code J000
Roadway (Sta. 1134+00 to Sta. 1269+00)

Total same as on estimate of March 23, 1983		$18,899,414.00

Type Code SFTY - Bridge Nos. 16613 & A7913
Type Code X181 - Bridge No. 16556
Type Code X781 - Bridge No. 7024A & 7029A
Type Code X780 - Bridge Nos. 7027A, 7028A, 7030A, 7999C, & 7031A
Type Code X223 - Bridge No. 7032A

Subtotal as on estimate of November 6, 1984		$ 5,770,515.60
	SUBTOTAL	$ 5,770,515.60
	Engineering	711,060.40
	TOTAL	$ 6,481,576.00

Type Code Y030 - Illumination

Total as on estimate of March 23, 1983	$ 486,396.00

Type Code Y031 - Traffic Signal

Total as on estimate of March 23, 1983	$ 416,619.00

Highway Related Work
Type Code SFTY-Signing

Total as on estimate of March 23, 1983	$ 28,917.00

Transit Related Work
Type Code J000-Transit

Total as on estimate of March 23, 1983	$ 4,755,786.00

Type Code SFTY - Bridge Nos. 16613 & A7913
Type Code X781 - Bridge Nos. 7024A & 7029A
Type Code X780 - Bridgew Nos. 7027A, 7028A, 7030A, 7999C, & 7031A

Total as on estimate of March 23, 1983	$ 2,208,420.00

Retained in Program

Total as on estimate of March 23, 1983	$ 113,800.00

SUMMARY OF FUNDS (85%)

Description	G	Code	Total Cost	Federal Funds	State Funds	Transit Funds
Highway Related Work						
Roadway	2	UMTA	$18,899,414	$16,064,501	$2,834,913	$ ---
Structures	2	UMTA	6,435,580	5,470,243	965,337	---
Illumination	2	UMTA	486,396	413,436	72,960	---
Traffic Signals	2	UMTA	416,619	354,126	62,493	---
Signing (to Sta. 1056)	1	580	28,917	24,579	4,338	---
Structure Repair at 47th, 53rd, 60th, 67th & 74th (EWO #7)	1	580	45,996	39,096	---	* 6,900
SUBTOTAL			$26,312,922	$22,365,981	$3,940,041	$ 6,900
Transit Related Work						
Roadbed	3	UMTA	$ 4,755,786	$ 4,042,418	$ ---	$ 713,368
Structures	3	UMTA	2,208,420	1,877,157	---	331,263
SUBTOTAL			$ 6,964,206	$ 5,919,575	$ ---	$1,044,631
Reserve	2	UMTA	113,800	96,730	17,070	---
TOTAL			$33,390,928	$28,382,286	$3,957,111	$1,051,531

Group 1: 00%; Group 2: 74%; Group 3: 25%; Group 8: 01%
Contract No. 9594
Prefix: 26-1929-03P1, 03N2 (PE)
Prefix: 26-1929-04P1, 04N2 (PE)
Prefix: 26-1030
Highway 03P1, 04P2
Transit 03N2, 04N2

* City

DDB:pf

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NUMBER No transaction PROJECT REPORT NUMBER MODIFICATION NUMBER 3	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State Oregon County Multnomah Project Number IX-68(6)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 23, 1983, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 33,399,195.00	$ 83,180.00
Federal funds	$ 28,389,314.00	$ 70,703.00
Other revisions		

This modification is made for the following reasons:

To correct modification Number 2.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 4th day of June, 1985.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XX By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

STATE COPY

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NUMBER 4 114 PROJECT REPORT NUMBER MODIFICATION NUMBER 2	U.S. Department of Transportation **Federal Highway Administration** **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	Form Approved; O M B No. 04-R2089 State Oregon County Multnomah Project Number IX-68(6)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 23, 19 83, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 33,394,932.00	$ 33,399,195.00
Federal funds	$ 28,385,690.00	$ 28,389,314.00
Other revisions		

This modification is made for the following reasons: to include increase of construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 10th day of April, 1985.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon April 8, 1985

Federal-Aid Project No. IX-68(6)

NE 39th Ave.-NE 87th Ave. Section
Banfield Freeway Highway
Multnomah County

REVISED PROJECT AGREEMENT ESTIMATE

Highway Related Work
Type Code J000
Roadway (Sta. 1134+00 to Sta. 1269+00)

Total same as on estimate of March 23, 1983 $ 18,899,414.00

Type Code SFTY - Bridge Nos. 16613 & A7913
Type Code X181 - Bridge No. 16556
Type Code X781 - Bridge No. 7024A & 7029A
Type Code X780 - Bridge Nos. 7027A, 7028A, 7030A, 7999C, & 7031A
Type Code X223 - Bridge No. 7032A

Subtotal as on estimate of November 6, 1984 $ 5,770,515.60

Subtotal	$ 5,770,515.60
Engineering	791,327.40
Total	$ 6,489,843.00

Type Code Y030 - Illumination

Total as on estimate of March 23, 1983 $ 486,396.00

Type Code Y031 - Traffic Signal

Total as on estimate of March 23, 1983 $ 416,619.00

Highway Related Work
Type Code SFTY-Signing

Total as on estimate of March 23, 1983 $ 28,917.00

Transit Related Work
Type Code J000-Transit

Total as on estimate of March 23, 1983 $ 4,755,786.00

Type Code SFTY - Bridge Nos. 16613 & A7913
Type Code X781 - Bridge Nos. 7024A & 7029A
Type Code X780 - Bridge Nos. 7027A, 7028A, 7030A, 7999C, & 7031A

Total as on estimate of March 23, 1983	$ 2,208,420.00

Retained in Program

Total as on estimate of March 23, 1983	$ 113,800.00

SUMMARY OF FUNDS 85%

Description	G	Code	Total Cost	Federal Funds	State Funds	Transit Funds
Highway Related Work						
Roadway	2	UMTA	$ 18,899,414	$ 16,064,501	$ 2,834,913	$ ----
Structures	2	UMTA	6,435,580	5,470,243	965,337	----
Illumination	2	UMTA	486,396	413,436	72,960	----
Traffic Signals	2	UMTA	416,619	354,126	62,493	----
Signing (to Sta. 1056)	1	580	28,917	24,579	4,338	----
Structure Repair at 47th, 53rd, 60th, 67th, & 74th (EWO #7)	1	580	54,263	46,124	----	8,139 (City)
Subtotal			$ 26,321,189	$ 22,373,009	$ 3,940,041	$ 8,139
Transit Related Work						
Roadbed	3	UMTA	$ 4,755,786	$ 4,042,418	$ ----	$ 713,368
Structures	3	UMTA	2,208,420	1,877,157	----	331,263
Subtotal			$ 6,964,206	$ 5,919,575	$ ----	$ 1,044,631
Reserve	2	UMTA	113,800	96,730	17,070	----
Total			$ 33,399,195	$ 28,389,314	$ 3,957,111	$ 1,052,770

Group 1 00%
Group 2 74%
Group 3 25%
Group 8 01%
Contract No. 9594
Prefix: 26-1929-03P1, 03N2 PE
Prefix: 26-1929-04P1, 04N2 PE
Prefix: 26-1030
Highway 03P1, 04P1
Transit 03N2, 04N2
DDB:bkb

STATE COPY

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 12-19			State Oregon
PROJECT REPORT NUMBER			County Multnomah
MODIFICATION NUMBER 1		11 13 84	Project Number IX-68(6)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on April 7, 19 83, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 28,917.00	$ 78,917.00
Federal funds	$ 24,579.00	$ 67,079.00
Other revisions		

This modification is made for the following reasons: to include repair work to existing structures under order for extra work.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 13th day of November, 1984.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Gary C. Potter

Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)
For: D.E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon November 6, 1984

Federal Aid Project No. IX-68(6)

NE 39th Ave.-NE 87th Ave. Section
Banfield Freeway Highway
Multnomah County

REVISED PROJECT AGREEMENT ESTIMATE

Highway Related Work
Type Code J000
Roadway (Sta. 1134+00 to Sta. 1269+00)

Total same as estimate of March 23, 1983		$18,899,414.00

Type Code SFTY - Bridge Nos. 16613 & A7913
Type Code X181 - Bridge No. 16556
Type Code X781 - Bridge No. 7024A & 7029A
Type Code X780 - Bridge Nos. 7027A, 7028A, 7030A, 7999C, & 7031A
Type Code X223 - Bridge No. 7032A

Subtotal as on estimate of March 23, 1983		$ 5,720,515.60
Additional Item - Repairs to existing structures that remain in place - EWO #7		$ 50,000.00
	Subtotal	$ 5,770,515.60
	Engineering	715,064.40
	Total	$ 6,485,580.00

Type Code Y030 - Illumination

Total as on estimate of March 23, 1983	$ 486,396.00

Type Code Y031 - Traffic Signal

Total as on estimate of March 23, 1983	$ 416,619.00

Highway Related Work
Type Code SFTY-Signing

Total as on estimate of March 23, 1983	$ 28,917.00

Transit Related Work
Type Code J000-Transit

Total as on estimate of March 23, 1983	$ 4,755,786.00

Type Code SFTY - Bridge Nos. 16613 & A7913
Type Code X781 - Bridge Nos. 7024A & 7029A
Type Code X780 - Bridge Nos. 7027A, 7028A, 7030A, 7999C, & 7031A

Total same as estimate of March 23, 1983 $ 2,208,420.00

Retained in Program

Total same as estimate of March 23, 1983 $ 113,800.00

SUMMARY OF FUNDS 85%

Description	G	Code	Total Cost	Federal Funds	State Funds	Transit Funds
Highway Related Work						
Roadway	2	UMTA	$18,899,414	$16,064,501	$ 2,834,913	$ -----
Structures	2	UMTA	6,435,580	5,470,243	965,337	-----
Illumination	2	UMTA	486,396	413,436	72,960	-----
Traffic Signals	2	UMTA	416,619	354,126	62,493	-----
Signing (to Sta. 1056)	1	580	28,917	24,579	4,338	-----
Structure Repair at 47th, 53rd, 60th, 67th, & 74th (EWO #7)	1	580	50,000	42,500	-----	7,500 (City)
Subtotal			$26,316,926	$22,369,385	$ 3,940,041	$ 7,500
Transit Related Work						
Roadbed	3	UMTA	$ 4,755,786	$ 4,042,418	$ -----	$ 713,368
Structures	3	UMTA	2,208,420	1,877,157	-----	331,263
Subtotal			$ 6,964,206	$ 5,919,575	$ -----	$1,044,631
Reserve	2	UMTA	113,800	96,730	17,070	-----
Total			$33,394,932	$28,385,690	$3,957,111	$1,052,100

Group 1	00%
Group 2	74%
Group 3	25%
Group 8	01%

Contract No. 9594
Prefix: 26-1929-03P1, 03N2 PE
Prefix: 26-1929-04P1, 04N2 PE
Prefix: 26-1030
Highway 03P1, 04P1
Transit 03N2, 04N2

WH:bkb

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 4-11	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT** 4 [illegible]	State Oregon County Multnomah Project No. IX-68(6)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

N.E. 39th Ave.-N.E. 87th Ave.

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-22-82	2.557
OTHER *(Specify)*		

FUNDS PRO RATA 85%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 28,917.00	$ 24,579.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Program Section Manager
(Title)

XXX For: H. S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator 4-7-83

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon, March 23, 1983

Federal Aid Project
No. IX-68(6)

N.E. 39th Ave.-N.E. 87th Ave. Section
Banfield Freeway Highway
Multnomah County

Project Agreement Estimate.

Highway Related Work
Type Code J000
Roadway (Sta. 1134+00 to Sta. 1269+00)

Mobilization	(80%)	All	Required		$ 1,743,708.00
Temporary Protection and Direction of Traffic	(80%)	All	Required		232,760.00
Temporary Signs		1,384	Sq.Ft.	39.00	53,976.00
Temporary Barricades		128	Each	90.00	11,520.00
Temporary Continuous Rail Traffic Barrier, Reflectorized		100	Lin.Ft.	5.40	540.00
Temporary Guard Rail, Type 1A		65	Lin.Ft.	7.00	455.00
Temporary Concrete Barrier, Reflectorized		27,080	Lin.Ft.	10.00	270,800.00
Moving Temporary Concrete Barrier		18,780	Lin.Ft.	2.20	41,316.00
Temporary Impact Barrier Modules		7	Each	1,500.00	10,500.00
Temporary Plastic Safety Markers		210	Each	40.00	8,400.00
Sequential Arrow Signs		4	Each	3,000.00	12,000.00
Portable Changeable Message Signs		2	Each	35,000.00	70,000.00
Temporary Illumination	(80%)	All	Required		203,192.00
Flagmen		6,400	Hour	9.00	57,600.00
Straw Bale Sediment Barrier		875	Lin.Ft.	5.00	4,375.00
Temporary Sediment Fence		1,250	Lin.Ft.	5.00	6,250.00
Temporary Slope Drains		315	Lin.Ft.	10.00	3,150.00
Temporary Sediment Basins		13	Each	70.00	910.00
Clearing and Grubbing	(70%)	All	Required		259,385.70
Removal of Structures and Obstructions	(75%)	All	Required		192,000.00
Removal of Warehouse Bldg., Sta. 1150	(100%)	All	Required		97,000.00
Ditch Excavation		5	Cu.Yd.	10.00	50.00
General Excavation		241,765	Cu.Yd.	4.75	1,148,383.75
Trench Excavation		47,400	Cu.Yd.	3.00	142,200.00
Sand Backfill		15,000	Cu.Yd.	7.50	112,500.00
Finishing Roadbed and Slopes	(80%)	All	Required		16,000.00
Watering		1,620	M-Gal.	10.00	16,200.00
1"-0 Aggregate Base		43,200	Ton	6.00	259,200.00
Treated Base Mixture		81,000	Ton	7.25	587,250.00
Cement in Treated Base Mixture		4,450	Ton	57.00	253,650.00

Class "B" Asphalt Concrete Mixture	46,000	Ton	13.63	$ 626,980.00
Asphalt Cement In Mixture	2,760	Ton	166.00	458,160.00
Asphalt in Tack Coat	25	Ton	260.00	6,500.00
Continuously Reinforced Concrete Pavement	118,460	Sq.Yd.	21.50	2,546,890.00
Concrete in Wall	30	Cu.Yd.	136.00	4,080.00
Reinforcement in Wall	445	Lb.	.40	178.00
Pipe Handrail	110	Lin.Ft.	37.80	4,158.00
12-inch Half-Circle Pipe	100	Lin.Ft.	8.13	813.00
8-inch Culvert Pipe	120	Lin.Ft.	8.75	1,050.00
8-inch Sewer Pipe	1,110	Lin.Ft.	9.80	10,878.00
12-inch Sewer Pipe	1,770	Lin.Ft.	11.10	19,647.00
15-inch Sewer Pipe	9,600	Lin.Ft.	13.73	131,808.00
18-inch Sewer Pipe	190	Lin.Ft.	12.70	2,413.00
24-inch Sewer Pipe	630	Lin.Ft.	44.90	28,287.00
27-inch Sewer Pipe	146	Lin.Ft.	40.50	5,913.00
30-inch Sewer Pipe	400	Lin.Ft.	40.00	16,000.00
30-inch Sewer Pipe Epoxy Coated	3,380	Lin.Ft.	68.10	230,178.00
36-inch Sewer Pipe	440	Lin.Ft.	59.50	26,180.00
36-inch Sewer Pipe Epoxy Coated	3,330	Lin.Ft.	76.80	255,744.00
42-inch Sewer Pipe Epoxy Coated	5,460	Lin.Ft.	78.70	429,702.00
54-inch Sewer Pipe	990	Lin.Ft.	101.40	100,386.00
54-inch Sewer Pipe Epoxy Coated	430	Lin.Ft.	117.00	50,310.00
60-inch Sewer Pipe	280	Lin.Ft.	118.40	33,152.00
14-inch Ductile Iron Pipe	840	Lin.Ft.	22.80	19,152.00
Extra for Pipe Under Pavement	6,220	Lin.Ft.	9.30	57,846.00
Installing Pipe Under Railroad	140	Lin.Ft.	246.50	34,510.00
Manholes, 10 Feet or Less	53	Each	934.50	49,528.50
Special Manholes, 10 Feet or Less Deep	1	Each	2,042.00	2,042.00
Manholes, 10 to 15 Feet Deep	8	Each	1,025.00	8,200.00
Special Manholes, 10 to 15 Feet Deep	17	Each	2,436.00	41,412.00
Manholes, 15 to 20 Feet Deep	10	Each	1,588.00	15,880.00
Special Manholes, 15 to 20 Feet Deep	7	Each	2,875.00	20,125.00
Manholes, Over 20 Feet Deep	1	Each	3,731.00	3,731.00
Special Manholes, Over 20 Feet Deep	3	Each	3,744.00	11,232.00
Concrete Sumps	5	Each	1,062.00	5,310.00
Concrete Inlets, Type G-2	87	Each	315.00	27,405.00
Concrete Inlets, Type G-2 Modified	41	Each	386.00	15,826.00
Concrete Inlets, Type P	34	Each	220.00	7,480.00
Concrete Inlets, Type B	2	Each	295.00	590.00
Concrete Inlets, Type D	5	Each	330.00	1,650.00
8-inch Drain Pipe	17,500	Lin.Ft.	3.50	61,250.00
12-inch Drain Pipe	500	Lin.Ft.	4.10	2,050.00
Filter Fabric	5,300	Sq.Yd.	0.50	2,650.00

Gravel in Drains		2,150	Cu.Yd.	14.50	$ 31,175.00
Guard Rail, Type 2A		475	Lin.Ft.	9.00	4,275.00
Guard Rail, Type 3		225	Lin.Ft.	10.00	2,250.00
Guard Rail Anchors, Type 1		8	Each	300.00	2,400.00
Extra for Guard Rail Bridge Connections		2	Each	150.00	300.00
Rail End Pieces, Type C		9	Each	80.00	720.00
CL-6R Chain Link Fence		7,270	Lin.Ft.	5.30	38,531.00
Temporary Outward Security Fence		45	Lin.Ft.	12.20	549.00
Outward Security Fence		30	Lin.Ft.	12.20	366.00
Inward Security Fence		280	Lin.Ft.	15.00	4,200.00
Concrete Walks		5,420	Sq.Yd.	8.50	46,070.00
Concrete Driveways		625	Sq.Yd.	12.00	7,500.00
4-inch Concrete Driveways		65	Sq.Yd.	9.00	585.00
Concrete Curbs, Type A		70	Lin.Ft.	7.00	490.00
Concrete Curbs, Type C		13,190	Lin.Ft.	3.00	39,570.00
Concrete Curbs, Type B-1, Modified		700	Lin.Ft.	4.00	2,800.00
Concrete Curbs, Type G-1, Modified		85	Lin.Ft.	3.40	289.00
Extra for Asphalt Approaches		27	Each	150.00	4,050.00
Extra for Asphalt Walks		100	Sq.Yd.	5.00	500.00
Concrete Barrier, Standard		33,030	Lin.Ft.	8.00	264,240.00
Concrete Median Barrier, Nonstandard		1,725	Lin.Ft.	31.00	53,475.00
Concrete Median Barrier, Special Design		2,616	Lin.Ft.	42.00	109,872.00
Concrete Shoulder Barrier, Nonstandard		350	Lin.Ft.	35.00	12,250.00
Concrete Shoulder Barrier, Modified		525	Lin.Ft.	45.00	23,625.00
Drainage Curbs		13,700	Lin.Ft.	2.00	27,400.00
Delineators, Type 2		15	Each	18.00	270.00
Delineators, Type 3		20	Each	22.00	440.00
Capping Manholes		3	Each	300.00	900.00
Adjusting Manholes		17	Each	150.00	2,550.00
1-1/2-inch PVC Conduit		150	Lin.Ft.	1.50	225.00
2-inch PVC Conduit		150	Lin.Ft.	1.50	225.00
3-inch PVC Conduit		1,050	Lin.Ft.	1.80	1,890.00
Portland Cement Concrete Encasement		11	Cu.Yd.	65.00	715.00
24-inch Plastic Glare Shield Blades		4,898	Each	9.00	44,082.00
Reflectors		1,640	Each	2.50	4,100.00
Earth Mound Barrier		1	Each	80.00	80.00
Mono-Directional Crystal Type 1 Markers		1,430	Each	3.00	4,290.00
White Type II Markers		5,720	Each	2.00	11,440.00
Impact Attenuator, Sta. "L" 1152+50	(100%)	All	Required		15,000.00

Impact Attenuator, Sta. "L" 1199+50	(100%)	All	Required		$ 15,000.00
Impact Attenuator, Sta. "BG2" 1182+62	(100%)	All	Required		15,000.00
Impact Attenuator, Sta. "81st" 99+30	(100%)	All	Required		15,000.00
Roadside Seeding and Mulching		12	Acre	450.00	5,400.00
Sod Lawn		61,000	Sq.Ft.	0.50	30,500.00
CL-6R Chain Link Fence, Modified		1,500	Lin.Ft.	5.28	7,920.00
Shoring, Cribbing, Etc. for Walls	(60%)	All	Required		88,380.00
Structure Excavation for Walls		18,900	Cu.Yd.	5.50	103,950.00
Special Wall Backfill		12,000	Cu.Yd.	6.00	72,000.00
Concrete in Retaining Walls		7,800	Cu.Yd.	121.00	943,800.00
Reinforcement in Retaining Walls		658,400	Lb.	0.40	263,360.00
Pedestrian Handrail		277	Lin.Ft.	20.00	5,540.00
Retaining Wall No. 9		All	Required		70,830.00
Retaining Wall No. 10		All	Required		10,140.00
Retaining Wall No. 11		All	Required		9,060.00
Retaining Wall No. 12		All	Required		70,240.00
Retaining Wall No. 18		All	Required		243,990.00
Retaining Wall No. 24		All	Required		180,280.00
Retaining Wall No. 31		All	Required		21,780.00
Retaining Wall No. 32		All	Required		690,930.00
Retaining Wall No. 34		All	Required		488,870.00

Sound Walls 22, 26, 29, 30 and 42

Structure Excavation for Sound Walls		1,040	Cu.Yd.	5.00	$ 5,200.00
Concrete in Sound Walls		1,830	Cu.Yd.	207.00	378,810.00
Reinforcement in Sound Walls		174,200	Lb.	.40	69,680.00
10-foot Temporary Sound Wall		690	Lin.Ft.	17.50	12,075.00
Sound Wall No. 17		All	Required		227,580.00
Sound Wall No. 23		All	Required		88,830.00
Sound Wall No. 33		All	Required		64,890.00
Sound Wall No. 35		All	Required		107,160.00
Removal of Existing Sign Installations	(95%)	All	Required		1,900.00
Wood Sign Posts	(98%)	All	Required		8,820.00
Sign Support Footings	(96%)	All	Required		38,400.00
Breakaway Sign Posts	(41%)	All	Required		820.00
Single Post Breakaway Supports		All	Required		2,500.00
Sign Bridge at Sta. "L" 1252+00		All	Required		26,000.00
Cantilever Sign Structure at Sta. "L" 57+40		All	Required		9,000.00

Cantilever Sign Structure at Sta. "L" 1182+00		All Required		$ 9,400.00
Cantilever Sign Structure at Sta. "L" 1201+10		All Required		8,300.00
Cantilever Sign Structure at Sta. "L" 1213+00		All Required		9,300.00
Cantilever Sign Structure at Sta. "HL" 1262+70 ±		All Required		8,300.00
Structure Mount		All Required		41,000.00
Mast Arm Sign Support at Sta. "L" 1266+50		All Required		5,000.00
Signal Pole Mounts		All Required		4,200.00
Special Pipe Sign Supports		All Required		5,000.00
Type "A" and "B" Signs in Place		4,195 Sq.Ft.	15.00	62,925.00
Type "C", "D" and "R" Signs in Place		818 Sq.Ft.	8.00	6,544.00
Type "EE" Signs in Place		431 Sq.Ft.	9.00	3,879.00
Type "F", "G" and "M" Signs in Place		173 Sq.Ft.	8.00	1,384.00
Type "H" and "I" Signs in Place		139 Sq.Ft.	11.00	1,529.00
Type "U" and "V" Signs in Place		487 Sq.Ft.	16.00	7,792.00
Move, Modify and Reinstall Existing Signs	(44%)	All Required		1,320.00
Sign Illumination Equipment	(85%)	All Required		21,335.00
Thermoplastic Pavement Arrows		11 Each	200.00	2,200.00
				$16,549,279.95

Anticipated Items

Detour Signing		All Required	$ 10,000.00
Permanent Pavement Striping		All Required	6,600.00
Temporary Pavement Striping		All Required	45,000.00
Asphalt Cement Adjustment		All Required	111,500.00
On-the-Job Trainees (15,000 hrs. x $0.80)	(80%)	All Required	9,600.00
Noise Mitigation, Lutheran Church		All Required	10,000.00
Temporary Drainage		All Required	50,000.00
Hookup to Existing Sewers		All Required	7,500.00
			$ 250,200.00

Subtotal	$16,799,479.95
Engineering	2,099,934.05
Total	$18,899,414.00

Type Code SFTY
Pedestrian O'xing, Bridge No. 16613

Shoring, Cribbing, Etc.	(50%)	All Required		$ 2,500.00
Structure Excavation		588 Cu.Yd.	8.00	4,704.00
Structure Excavation Below Elevations Shown		60 Cu.Yd.	12.00	720.00
Special Structural Backfill		307 Cu.Yd.	10.00	3,070.00
Structure Concrete, Class 3300 (504 Cu.Yd.)	(50%)	All Required		55,692.00
Structural Concrete, Class 4000 (53 Cu.Yd.)	(50%)	All Required		6,803.50
4'x70'/75' Prestressed Slabs		2 Each	4,700.00	9,400.00
4'x75'/80' Prestressed Slabs		3 Each	5,000.00	15,000.00
Reinforcement (58,000 lbs.)	(50%)	All Required		10,150.00
Restraining Grate with Handrail		541 Lin.Ft.	75.00	40,575.00
Handrail on Stairs		16 Lin.Ft.	46.00	736.00
1-1/2-inch Electrical Conduit		282 Lin.Ft.	5.00	1,410.00
				$ 150,760.50

Type Code SFTY
Pedestrian O'xing, Bridge No. A7913

Bridge Removal Work	(66%)	All Required		$ 52,800.00

Type Code X181
N.E. 43rd Ave. Off-Ramp (Bridge No. 16553)

Shoring, Cribbing, Etc.	(66%)	All Required		$ 16,500.00
Structure Excavation		792 Cu.Yd.	6.00	4,752.00
Structure Excavation Below Elevations Shown		66 Cu.Yd.	12.00	792.00
Special Wall Backfill		73 Cu.Yd.	11.00	803.00
Furnish Pile Driving Equipment	(66%)	All Required		3,300.00
Furnish Cast-in-Place Piling		779 Lin.Ft.	10.00	7,790.00
Drive Steel Pile Shells		779 Lin.Ft.	1.50	1,168.50
Drilling Pile Holes		169 Lin.Ft.	15.00	2,535.00
Structural Concrete, Class 3300 (675 Cu.Yds.)	(66%)	All Required		72,600.00
Structural Concrete, Class 4000 (125 Cu.Yd.)	(66%)	All Required		16,500.00
Structural Concrete, Class 5000 (1,650 Cu.Yd.)	(66%)	All Required		297,000.00
Expansion Joints, Single Seal		20 Lin.Ft.	100.00	2,000.00
Expansion Joints, Double Seal		20 Lin.Ft.	450.00	9,000.00
Reinforcement (367,000 lbs.)	(66%)	All Required		92,400.00

Coated Reinforcement (51,000 lbs.)	(66%)	All Required		$ 20,460.00
Prestressing Steel (209,000 lbs.)	(66%)	All Required		99,000.00
Reinforced Concrete Bridge End Panels		77 Sq.Yd.	52.00	4,004.00
Bearing Devices, Bent #5		1 Each	2,000.00	2,000.00
Bearing Devices, Bent #6		2 Each	600.00	1,200.00
Restraining Grate		647 Lin.Ft.	75.00	48,525.00
1-1/4-inch Electrical Conduit		478 Lin.Ft.	5.00	2,390.00
				$ 704,719.50

Type Code X781
N.E. 47th Ave. U'xing (Bridge No. 7024A)

Detour Structure	(88%)	All Required		$ 396,000.00
Bridge Removal Work (14,100 Sq.Ft.)	(88%)	All Required		61,600.00
Shoring, Cribbing, Etc.	(88%)	All Required		13,200.00
Structure Excavation		1,649 Cu.Yd.	8.00	13,192.00
Structure Excavation Below Elevations Shown		124 Cu.Yd.	11.00	1,364.00
Special Wall Backfill		150 Cu.Yd.	11.00	1,650.00
Structural Concrete, Class 3300 (840 Cu.Yds.)	(88%)	All Required		162,800.00
Structural Concrete, Class 4500 (28 Cu.Yds.)	(88%)	All Required		7,920.00
Concrete in Waterline Conduits		89 Cu.Yd.	200.00	17,800.00
4'x45'/50' Prestressed Box Beams		11 Each	3,700.00	40,700.00
4'x70'/75' Prestressed Box Beams		11 Each	6,300.00	69,300.00
4'x85'/90' Prestressed Box Beams		11 Each	7,800.00	85,800.00
4'x105'/110' Prestressed Box Beams		11 Each	9,000.00	99,000.00
Reinforcement (130,000 lbs.)	(88%)	All Required		43,120.00
Reinforcement in Waterline Conduits		18,586 Lb.	0.38	7,062.68
Reinforced Concrete Bridge End Panels		246 Sq.Yd.	52.00	12,792.00
Steel Rail		53 Lin.Ft.	41.00	2,173.00
Restraining Grate		554 Lin.Ft.	80.00	44,320.00
4'-0" Splash Beams		140 Lin.Ft.	45.00	6,300.00
1-inch Electrical Conduit		475 Lin.Ft.	4.00	1,900.00
Membrane Waterproofing		1,109 Sq.Yd.	5.00	5,545.00
				$ 1,093,538.68

Type Code X780
N.E. 53rd Ave. U'xing (Bridge No. 7027A)

Bridge Removal Work (8,800 Sq.Yd.)	(84%)	All Required		$ 33,600.00
Shoring, Cribbing, Etc.	(84%)	All Required		6,720.00
Structure Excavation		521 Cu.Yd.	7.00	3,647.00
Structure Excavation Below Elevations Shown		50 Cu.Yd.	12.00	600.00
Special Wall Backfill		286 Cu.Yd.	11.00	3,146.00
Structural Concrete, Class 3300 (392 Cu.Yd.)	(84%)	All Required		73,920.00
Structural Concrete, Class 4000 (125 Cu.Yd.)	(84%)	All Required		29,400.00
4'x30'/35' Prestressed Slabs		4 Each	2,280.00	9,120.00
4'x35'/40' Prestressed Slabs		5 Each	2,580.00	12,900.00
4'x50'/55' Prestressed Slabs		9 Each	3,580.00	32,220.00
4'x55'/60' Prestressed Slabs		9 Each	3,780.00	34,020.00
Reinforcement (52,000 lbs.)	(84%)	All Required		14,851.20
Reinforced Concrete Bridge End Panels		101 Sq.Yd.	52.00	5,252.00
Steel Railing		52 Lin.Ft.	42.00	2,184.00
Restraining Grate		370 Lin.Ft.	90.00	33,300.00
1-inch Electrical Conduit		134 Lin.Ft.	4.00	536.00
1-1/4-inch Electrical Conduit		427 Lin.Ft.	5.00	2,135.00
Membrane Waterproofing		297 Sq.Yd.	5.00	1,485.00
12-inch Ductile Iron Pipe		252 Lin.Ft.	30.00	7,560.00
24-inch Steel Pipe		17 Lin.Ft.	40.00	680.00
				$ 307,276.20

Type Code X223
N.E. 58th Ave. Conn. O'xing (Bridge No. 7032A)

Bridge Removal Work	All Required		$ 28,000.00
Shoring, Cribbing, Etc.	All Required		8,000.00
Structure Excavation	760 Cu.Yd.	6.00	4,560.00
Structure Excavation Below Elevations Shown	75 Cu.Yd.	12.00	900.00
Special Wall Backfill	350 Cu.Yd.	11.00	3,850.00
Structural Concrete, Class 3300 (745 Cu.Yd.)	All Required		155,000.00
Reinforcement (171,000 lbs. @ $0.53)	All Required		48,000.00
Reinforced Concrete Bridge End Panels	400 Sq.Yd.	52.00	20,800.00
1-inch Electrical Conduit	130 Lin.Ft.	4.00	520.00
1-1/4-inch Electrical Conduit	130 Lin.Ft.	5.00	650.00
Membrane Waterproofing	1,100 Sq.Yd.	5.00	5,500.00
			$ 275,780.00

Type Code X780
N.E. 60th Ave. U'xing (Bridge No. 7028A)

Detour Structure	(53%)	All Required		$ 190,800.00
Bridge Removal Work (7,500 Sq.Yd.)	(53%)	All Required		50,350.00
Shoring, Cribbing, Etc.	(53%)	All Required		4,240.00
Structure Excavation		1,060 Cu.Yd.	6.50	6,890.00
Structure Excavation Below Elevations Shown		80 Cu.Yd.	12.00	960.00
Special Wall Backfill		331 Cu.Yd.	11.00	3,641.00
Structural Concrete, Class 3300 (930 Cu.Yd.)	(53%)	All Required		95,400.00
Structural Concrete, Class 4000 (145 Cu.Yd.)	(53%)	All Required		26,500.00
Concrete in Waterline Conduits		40 Cu.Yd.	182.00	7,280.00
4'x50'/55' Prestressed Slabs		11 Each	3,500.00	38,500.00
4'x65'/70' Prestressed Slabs		21 Each	3,800.00	79,800.00
Reinforcement (135,000 lbs.)	(53%)	All Required		25,042.50
Reinforcement in Waterline Conduit		9,010 Lbs.	0.40	3,604.00
Coated Reinforcement (1,650 lbs.)	(53%)	All Required		437.25
Steel Rail		552 Lin.Ft.	40.00	22,080.00
Restraining Grate		244 Lin.Ft.	75.00	18,300.00
1'-6" Splash Boards		94 Lin.Ft.	30.00	2,820.00
CL-6R Chain Link Fence		119 Lin.Ft.	6.00	714.00
Concrete Barrier		126 Lin.Ft.	23.00	2,898.00
1-inch Electrical Conduit		408 Lin.Ft.	4.00	1,632.00
1-1/4-inch Electrical Conduit		196 Lin.Ft.	5.00	980.00
1-1/2-inch Electrical Conduit		246 Lin.Ft.	6.00	1,476.00
2-inch Electrical Conduit		278 Lin.Ft.	10.00	2,780.00
Membrane Waterproofing		562 Sq.Ft.	5.00	2,810.00
				$ 589,934.75

Type Code X781
N.E. Halsey st. @ N.E. 67th Ave. U'xing (Bridge No. 7029A)

Detour Structure	(87%)	All Required		$ 385,845.00
Bridge Removal Work (16,500 Sq.Ft.)	(87%)	All Required		100,050.00
Shoring, Cribbing, Etc.	(87%)	All Required		8,700.00
Structure Excavation		2,671 Cu.Yd.	6.00	16,026.00
Structure Excavation Below Elevations Shown		270 Cu.Yd.	12.00	3,240.00
Special Wall Backfill		1,044 Cu.Yd.	11.00	11,484.00
Structural Concrete, Class 3300 (1,158 Cu.Yd.)	(87%)	All Required		200,100.00

Structural Concrete, Class 4000 (57 Cu.Yd.)	(87%)	All	Required		$ 21,750.00
Expansion Joints, Single Seal		177	Lin.Ft.	95.00	16,815.00
50'/55' Bulb Tee Prestressed Beams		9	Each	5,300.00	47,700.00
85'/90' Bulb Tee Prestressed Beams		9	Each	8,500.00	76,500.00
95'/100' Bulb Tee Prestressed Beams		15	Each	10,000.00	150,000.00
100'/105' Bulb Tee Prestressed Beams		3	Each	10,000.00	30,000.00
Reinforcement (116,900 lbs.)	(87%)	All	Required		39,150.00
Reinforced Concrete Bridge End Panels		374	Sq.Yd.	52.00	19,448.00
Structural Steel (11,500 lbs.)	(87%)	All	Required		27,840.00
Restraining Grate		572	Lin.Ft.	75.00	42,900.00
4'-0" Splash Boards		174	Lin.Ft.	45.00	7,830.00
1-inch Electrical Conduit		361	Lin.Ft.	4.00	1,444.00
1-1/4-inch Electrical Conduit		52	Lin.Ft.	5.00	260.00
Membrane Waterproofing		1,466	Sq.Yd.	5.00	7,330.00
16-inch Ductile Iron Pipe		358	Lin.Ft.	50.00	17,900.00
24-inch Steel Pipe		73	Lin.Ft.	45.00	3,285.00
					$ 1,235,597.00

Type Code X780
N.E. 74th Ave. U'xing (Bridge No. 7030A)

Bridge Removal Work	(53%)	All	Required		$ 23,332.19
Shoring, Cribbing, Etc.	(53%)	All	Required		5,300.00
Structure Excavation		313	Cu.Yd.	7.00	2,191.00
Structure Excavation Below Elevations Shown		32	Cu.Yd.	12.00	384.00
Special Wall Backfill		119	Cu.Yd.	11.00	1,309.00
Structural Concrete, Class 3300 (414 Cu.Yd.)	(53%)	All	Required		37,367.65
Structural Concrete, Class 4000 (34 Cu.Yd.)	(53%)	All	Required		8,326.30
Structural Concrete, Class 5000 (22 Cu.Yd.)	(53%)	All	Required		3,122.23
4'x40'/45' Prestressed Slabs		6	Each	2,888.00	17,328.00
4'x50'/55' Prestressed Slabs		12	Each	3,502.00	42,024.00
Reinforcement (50,000 lbs.)	(53%)	All	Required		9,010.00
Reinforced Concrete Bridge End Panels		59	Sq.Yd.	45.00	2,655.00
Restraining Grate		235	Lin.Ft.	70.00	16,450.00
1-inch Electrical Conduit		119	Lin.Ft.	4.00	476.00
1-1/4-inch Electrical Conduit		48	Lin.Ft.	5.00	240.00
Membrane Waterproofing		243	Sq.Yd.	6.00	1,458.00
					$ 170,973.37

Type Code X780
N.E. Halsey St. Conn. U'xing (Bridge No. 7999C)

Bridge Removal Work	(75%)	All Required		$ 63,750.00
Shoring, Cribbing, Etc.	(75%)	All Required		3,750.00
Structure Excavation		698 Cu.Yd.	7.00	4,886.00
Structure Excavation Below Elevations Shown		75 Cu.Yd.	12.00	900.00
Special Wall Backfill		259 Cu.Yd.	11.00	2,849.00
Structural Concrete, Class 3300 (601 Cu.Yd.)	(75%)	All Required		120,000.00
Structural Concrete, Class 4000 (180 Cu.Yd.)	(75%)	All Required		45,000.00
Structural Concrete, Class 5000 (358 Cu.Yd.)	(75%)	All Required		75,000.00
4'x60'/65' Prestressed Slabs		8 Each	4,000.00	32,000.00
4'x65'/70' Prestressed Slabs		8 Each	4,500.00	36,000.00
Reinforcement (199,400 lbs.)	(75%)	All Required		56,250.00
Reinforced Concrete Bridge End Panels		111 Sq.Yd.	52.00	5,772.00
Structural Steel (2,200 lbs.)	(75%)	All Required		3,750.00
Steel Rail		251 Lin.Ft.	85.00	21,335.00
Restraining Grate		38 Lin.Ft.	93.00	3,534.00
3/4-inch Electrical Conduit		4 Lin.Ft.	5.00	20.00
1-inch Electrical Conduit		469 Lin.Ft.	5.00	2,345.00
1 1/2-inch Electrical Conduit		225 Lin.Ft.	6.00	1,350.00
Membrane Waterproofing		2,359 Sq.Yd.	5.00	11,795.00
				$ 490,286.00

Type Code X780
N.E. 82nd Ave. U'xing (Bridge No. 7031A)

Detour Structure	(74%)	All Required		$ 236,800.00
Bridge Removal Work	(74%)	All Required		17,760.00
Shoring, Cribbing, Etc.	(74%)	All Required		10,656.00
Structure Excavation		740 Cu.Yd.	6.00	4,440.00
Structure Excavation Below Elevations Shown		67 Cu.Yd.	12.00	804.00
Special Wall Backfill		281 Cu.Yd.	11.00	3,091.00
Structural Concrete, Class 3300 (860 Cu.Yd.)	(74%)	All Required		112,480.00
4'x35'/40' Prestressed Slabs		19 Each	1,920.00	36,480.00
4'x55'/60' Prestressed Slabs		19 Each	2,960.00	56,240.00
4'x60'/65' Prestressed Slabs		19 Each	3,200.00	60,800.00
Reinforcement (92,000 lbs.)	(74%)	All Required		18,944.00
Coated Reinforcement (330 lbs.)	(74%)	All Required		177.60
Reinforced Concrete Bridge End Panels		132 Sq.Yd.	52.00	6,864.00
Steel Rail		326 Lin.Ft.	49.00	15,974.00

Restraining Grate	326 Lin.Ft.	75.00	$ 24,450.00
1-inch Electrical Conduit	496 Lin.Ft.	5.00	2,480.00
1-1/4-inch Electrical Conduit	37 Lin.Ft.	5.00	185.00
1-1/2-inch Electrical Conduit	192 Lin.Ft.	6.00	1,152.00
2-inch Electrical Conduit	259 Lin.Ft.	8.00	2,072.00
Membrane Waterproofing	1,036 Sq.Yd.	5.00	5,180.00
6-inch Temporary Pressure Sewer Pipe	740 Lin.Ft.	16.00	11,840.00
6-inch Pressure Sewer Pipe	740 Lin.Ft.	12.00	8,880.00
16-inch Ductile Iron Pipe	207 Lin.Ft.	50.00	10,350.00
24-inch Steel Pipe	15 Lin.Ft.	50.00	750.00
			$ 648,849.60
Subtotal (Roadway Structures)			$ 5,720,515.60
Engineering			715,064.40
Total			$ 6,435,580.00

Type Code Y030
Illumination (Sta. 1134+00 to Sta. 1269+00)

Removal of Light Poles	60 Each	200.50	$ 12,030.00
Pole Foundations	All Required		30,630.00
Roadway Lighting Poles and Arms	All Required		144,090.00
Luminaires, Lamps and Ballasts	All Required		41,465.00
Switching, Conduit, Wiring, Lamps, Etc.	All Required		204,137.00
Subtotal			$ 432,352.00
Engineering			54,044.00
Total			$ 486,396.00

Type Code Y031
Traffic Signals (Sta. 1134+00 to Sta. 1269+00)

Traffic Signal Installation, Complete	All Required	$ 291,457.00
Ramp Meter Signal Installation, Complete	All Required	62,871.00
		$ 354,328.00

Anticipated Items

State Furnished Software		All Required		$ 5,000.00
Signal Controller Testing		All Required		11,000.00
				$ 16,000.00
	Subtotal			$ 370,328.00
	Engineering			46,291.00
	Total			$ 416,619.00

Highway Related Work
Type Code SFTY
Signing (Sta. "EN" 10+85 to Sta. 1056+00)

Removal of Existing Sign Installations	(5%)	All Required		$ 100.00
Wood Sign Posts	(2%)	All Required		180.00
Sign Support Footings	(4%)	All Required		1,600.00
Breakaway Sign Posts	(59%)	All Required		1,180.00
Mast Arm Sign Support @ Sta. "L" 1053+50		All Required		3,600.00
Type "A" and "B" Signs in Place		865 Sq.Ft.	15.00	12,975.00
Type "C", "D" and "R" Signs in Place		56 Sq.Ft.	8.00	448.00
Type "H" and "I" Signs in Place		16 Sq.Ft.	11.00	176.00
Move, Modify and Reinstall Existing Signs	(56%)	All Required		1,680.00
Sign Illumination Equipment	(15%)	All Required		3,765.00
	Subtotal			$ 25,704.00
	Engineering			3,213.00
	Total			$ 28,917.00

Transit Related Work
Type Code J000
Transit (Sta. 1134+00 to Sta. 1269+00)

Mobilization	(20%)	All Required		$ 435,927.00
Temporary Protection and Direction of Traffic	(20%)	All Required		58,190.00
Temporary Signs		346 Sq.Ft.	39.00	13,494.00
Temporary Barricades		32 Each	90.00	2,880.00
Temporary Continuous Rail Traffic Barrier, Reflectorized		25 Lin.Ft.	5.40	135.00
Temporary Concrete Barrier, Reflectorized		6,770 Lin.Ft.	10.00	67,700.00

Moving Temporary Concrete Barrier		4,695	Lin.Ft.	2.20	$ 10,329.00
Temporary Plastic Safety Markers		52	Each	40.00	2,080.00
Temporary Illumination	(20%)	All	Required		50,798.00
Flagmen		1,600	Hour	9.00	14,400.00
Straw Bale Sediment Barrier		875	Lin.Ft.	5.00	4,375.00
Temporary Sediment Fence		1,250	Lin.Ft.	5.00	6,250.00
Temporary Slope Drains		310	Lin.Ft.	10.00	3,100.00
Temporary Sediment Basins		12	Each	70.00	840.00
Clearing and Grubbing	(30%)	All	Required		111,165.30
Removal of Structures and Obstructions	(25%)	All	Required		64,000.00
General Excavation		96,635	Cu.Yd.	4.75	459,016.25
Trench Excavation		5,200	Cu.Yd.	3.00	15,600.00
Finsihing Roadbed and Slopes	(20%)	All	Required		4,000.00
Watering		1,100	M-Gal.	10.00	11,000.00
Railroad Ballast		11,420	Cu.Yd.	2.00	22,840.00
8-inch Sewer Pipe		150	Lin.Ft.	9.80	1,470.00
12-inch Sewer Pipe		60	Lin.Ft.	11.10	666.00
15-inch Sewer Pipe		1,500	Lin.Ft.	13.73	20,595.00
36-inch Sewer Pipe, Epoxy Coated		40	Lin.Ft.	76.80	3,072.00
Exta for Pipe Under Pavement		150	Lin.Ft.	9.30	1,395.00
Manholes, 10 Feet or Less Deep		1	Each	934.50	934.50
8-inch Drain Pipe		24,320	Lin.Ft.	3.50	85,120.00
Filter Fabric		23,700	Sq.Ft.	0.50	11,850.00
Gravel in Drains		4,640	Cu.Yd.	14.50	67,280.00
1-1/2-inch PVC Conduit		20	Lin.Ft.	1.50	30.00
2-inch PVC Conduit		20	Lin.Ft.	1.50	30.00
3-inch PVC Conduit		140	Lin.Ft.	1.80	252.00
Portland Cement Concrete Easement		2	Cu.Yd.	65.00	130.00
24-inch Plastic Glare Shield Blades		4,462	Each	9.00	40,158.00
36-inch Plastic Glare Shield Blades		72	Each	11.00	792.00
48-inch Plastic Glare Shield Blades		264	Each	13.00	3,432.00
CL-6R Chain Link Fence, Modified		10,000	Lin.Ft.	5.28	52,800.00
Shoring, Cribbing, Etc. for Walls	(40%)	All	Required		58,920.00
Structure Excavation for Walls		12,460	Cu.Yd.	5.50	68,530.00
Special Wall Backfill		8,000	Cu.Yd.	6.00	48,000.00
Concrete in Retaining Walls		5,600	Cu.Yd.	121.00	677,600.00

Reinforcement in Retaining Walls		498,100 Lb.	0.40	$ 199,240.00
Retaining Wall No. 1		All Required		616,350.00
Retaining Wall No. 2		All Required		745,970.00
Sound Wall No. 39		All Required		162,230.00
				$ 4,224,966.05

Anticipated Items

On-the-Job Trainees (15,000 hrs. x $0.80)	(20%)	All Required		$ 2,400.00
				$ 2,400.00
	Subtotal			$ 4,227,366.05
	Engineering			528,419.95
	Total			$ 4,755,786.00

Type Code SFTY
Pedestrian O'xing, Bridge No. 16613

Shoring, Cribbing, Etc.	(50%)	All Required		$ 2,500.00
Structure Excavation		587 Cu.Yd.	8.00	4,696.00
Structure Excavation Below Elevations Shown		60 Cu.Yd.	12.00	720.00
Special Structural Backfill		308 Cu.Yd.	10.00	3,080.00
Structural Concrete, Class 3300 (504 Cu.Yd.)	(50%)	All Required		55,692.00
Structural Concrete, Class 4000 (53 Cu.Yd.)	(50%)	All Required		6,803.50
4'x70'/75' Prestressed Slabs		1 Each	4,700.00	4,700.00
4'x75'/80' Prestressed Slabs		3 Each	5,000.00	15,000.00
Reinforcement (58,000 lbs.)	(50%)	All Required		10,150.00
Restraining Grate with Handrail		541 Lin.Ft.	75.00	40,575.00
Handrail on Stairs		16 Lin.Ft.	46.00	736.00
1-1/2-inch Electrical Conduit		283 Lin.Ft.	5.00	1,415.00
				$ 146,067.50

Type Code SFTY
Structure, Bridge No. A7913

Bridge Removal Work	(34%)	All Required		$ 27,200.00

Type Code X181
N.E. 43rd Ave. Off-Ramp (Bridge No. 16553)

Shoring, Cribbing, Etc.	(34%)	All Required		$ 8,500.00
Structure Excavation		408 Cu.Yd.	6.00	2,448.00
Structure Excavation Below Elevations Shown		34 Cu.Yd.	12.00	408.00
Special Wall Backfill		37 Cu.Yd.	11.00	407.00
Furnish Pile Driving Equipment	(34%)	All Required		1,700.00
Furnish Cast-in-Place Piling		401 Lin.Ft.	10.00	4,010.00
Drive Steel Pile Shells		401 Lin.Ft.	1.50	601.50
Drilling Pile Holes		87 Lin.Ft.	15.00	1,305.00
Structural Concrete, Class 3300 (675 Cu.Yd.)	(34%)	All Required		37,400.00
Structural Concrete, Class 4000 (125 Cu.Yd.)	(34%)	All Required		8,500.00
Structural Concrete, Class 5000 (1,650 Cu.Yd.)	(34%)	All Required		153,000.00
Expansion Joints, Single Seal		10 Lin.Ft.	100.00	1,000.00
Expansion Joints, Double Seal		10 Lin.Ft.	450.00	4,500.00
Reinforcement (367,000 lbs.)	(34%)	All Required		47,600.00
Coated Reinforcement (51,000 lbs.) (34%)		All Required		10,540.00
Prestressing Steel (209,000 lbs.)	(34%)	All Required		51,000.00
Reinforced Concrete Bridge End Panels		39 Sq.Yds.	52.00	2,028.00
Bearing Devices, Bent No. 1		2 Each	600.00	1,200.00
Restraining Grate		333 Lin.Ft.	75.00	24,975.00
1-1/4-inch Electrical Conduit		247 Lin.Ft.	5.00	1,235.00
				$ 362,357.50

Type Code X781
N.E. 47th Ave. U'xing (Bridge No. 7024A)

Detour Structure	(12%)	All Required		$ 54,000.00
Bridge Removal Work (14,100 Sq.Ft.)	(12%)	All Required		8,400.00
Shoring, Cribbing, Etc.	(12%)	All Required		1,800.00
Structure Excavation		481 Cu.Yd.	8.00	3,848.00

Stucture Excavation Below Elevations Shown		36	Cu.Yd.	11.00	$ 396.00
Special Wall Backfill		20	Cu.Yd.	11.00	220.00
Structural Concrete, Class 3300 (840 Cu.Yd.)	(12%)	All	Required		22,200.00
Structural Concrete, Class 4500 (28 Cu.Yd. @ $225)	(12%)	All	Required		1,080.00
Concrete in Waterline Conduits		26	Cu.Yd.	200.00	5,200.00
4'x45'/50' Prestressed Box Beams		1	Each	3,700.00	3,700.00
4'x70'/75' Prestressed Box Beams		1	Each	6,300.00	6,300.00
4'x85'/90 Prestressed Box Beams		1	Each	7,800.00	7,800.00
4'x105'/110' Prestressed Box Beams		1	Each	9,000.00	9,000.00
Reinforcement (130,000 lbs.)	(12%)	All	Required		3,880.00
Reinforcement in Waterline Conduits		5,414	Lb.	0.38	2,057.32
Reinforced Concrete Bridge End Panels		34	Sq.Yd.	52.00	1,768.00
Steel Rail		7	Lin. Ft.	41.00	287.00
Restraining Grate		76	Lin.Ft.	80.00	6,080.00
4'-0" Splash Boards		35	Lin.Ft.	45.00	1,575.00
1-inch Electrical Conduit		65	Lin.Ft.	4.00	260.00
Membrane Waterproofing		151	Sq.Yd.	5.00	755.00
					$ 142,606.32

Type Code X780
N.E. 53rd Ave. U'xing (Bridge No. 7027A)

Bridge Removal Work (8,800 Sq.Yd.)	(16%)	All	Required		$ 6,400.00
Shoring, Cribbing, Etc.	(16%)	All	Required		1,280.00
Structure Excavation		99	Cu.Yd.	7.00	693.00
Structure Excavation Below Elevations Shown		10	Cu.Yd.	12.00	120.00
Special Wall Backfill		54	Cu.Yd.	11.00	594.00
Structural Concrete, Class 3300 (392 Cu.Yd.)	(16%)	All	Required		14,080.00
Structural Concrete, Class 4000 (125 Cu.Yd.)	(16%)	All	Required		5,600.00
4'x30'/35' Prestressed Slabs		1	Each	2,280.00	2,280.00
4'x35'/40' Prestressed Slabs		1	Each	2,580.00	2,580.00
4'x50'/55' Prestressed Slabs		2	Each	3,580.00	7,160.00
4'x55'/60' Prestressed Slabs		2	Each	3,780.00	7,560.00
Reinforcement (52,000 lbs.)	(16%)	All	Required		2,828.80
Reinforced Concrete Bridge End Panels		19	Sq.Yd.	52.00	988.00

Steel Railing	10 Lin.Ft.	42.00	$ 420.00
Restraining Grate	70 Lin.Ft.	90.00	6,300.00
1-inch Electrical Conduit	26 Lin.Ft.	4.00	104.00
1-1/4-inch Electrical Conduit	81 Lin.Ft.	5.00	405.00
Membrane Waterproofing	56 Sq.Yd.	5.00	280.00
12-inch Ductile Iron Pipe	48 Lin.Ft.	30.00	1,440.00
24-inch Steel Pipe	3 Lin.Ft.	40.00	120.00
			$ 61,232.80

Type Code X780
N.E. 60th Ave. U'xing (Bridge No. 7028A)

Detour Structure	(47%)	All Required		$ 169,200.00
Bridge Removal Work (7,500 Sq.Yd.)	(47%)	All Required		44,650.00
Shoring, Cribbing, Etc.	(47%)	All Required		3,760.00
Structure Excavation		940 Cu.Yd.	6.50	6,110.00
Structure Excavation Below Elevations Shown		70 Cu.Yd.	12.00	840.00
Special Wall Backfill		294 Cu.Yd.	11.00	3,234.00
Structural Concrete, Class 3300 (930 Cu.Yd.)	(47%)	All Required		84,600.00
Structural Concrete, Class 4000 (145 Cu.Yd.)	(47%)	All Required		23,500.00
Concrete in Waterline Conduits		35 Cu.Yd.	182.00	6,370.00
4'x50'/55' Prestressed Slabs		9 Each	3,500.00	31,500.00
4'x65'/70' Prestressed Slabs		19 Each	3,800.00	72,200.00
Reinforcement (135,000 lbs.)	(47%)	All Required		22,207.50
Reinforcement in Waterline Conduits		7,990 Lb.	0.40	3,196.00
Coated Reinforcement (1,650 lbs.)	(47%)	All Required		387.75
Steel Rail		490 Lin.Ft.	40.00	19,600.00
Restraining Grate		216 Lin.Ft.	75.00	16,200.00
1'-6" Splash Boards		83 Lin.Ft.	30.00	2,490.00
CL-6R Chain Link Fence		106 Lin.Ft.	6.00	636.00
Concrete Barrier		111 Lin.Ft.	23.00	2,553.00
1-inch Electrical Conduit		362 Lin.Ft.	4.00	1,448.00
1-1/4-inch Elecrical Conduit		174 Lin.Ft.	5.00	870.00
1-1/2-inch Electrical Conduit		219 Lin.Ft.	6.00	1,314.00
2-inch Electrical Conduit		247 Lin.Ft.	10.00	2,470.00
Membrane Waterproofing		498 Sq.Yd.	5.00	2,490.00
				$ 521,826.25

Type Code X781
N.E. Halsey St. @ N.E. 67th Ave. U'xing (Bridge No. 7029A)

Detour Structure	(13%)	All Required		$ 57,655.00
Bridge Removal Work (16,500 Sq.Ft.)	(13%)	All Required		14,950.00
Shoring, Cribbing, Etc.	(13%)	All Required		1,300.00
Structure Excavation		399 Cu.Yd.	6.00	2,394.00
Structure Excavatin Below Elevations Shown		40 Cu.Yd.	12.00	480.00
Special Wall Backfill		156 Cu.Yd.	11.00	1,716.00
Structural Concrete, Class 3300 (1,158 Cu.Yd.)	(13%)	All Required		29,900.00
Structural Concrete, Class 4000 (57 Cu.Yd.)	(13%)	All Required		3,250.00
Expansion Joints, Single Seal		27 Lin.Ft.	95.00	2,565.00
50'/55' Bulb Tee Prestressed Beams		1 Each	5,300.00	5,300.00
85'/90' Bulb Tee Prestressed Beams		1 Each	8,500.00	8,500.00
95'/100' Bulb Tee Prestressed Beams		2 Each	10,000.00	20,000.00
Reinforcement (116,900 lbs.)	(13%)	All Required		5,850.00
Reinforced Concrete Bridge End Panels		56 Sq.Yd.	52.00	2,912.00
Structural Steel (11,500 lbs.)	(13%)	All Required		4,160.00
Restraining Grate		86 Lin.Ft.	15.00	6,450.00
4'-0" Splash Boards		26 Lin.Ft.	45.00	1,170.00
1-inch Electrical Conduit		54 Lin.Ft.	4.00	216.00
1-1/4-inch Electrical Conduit		8 Lin.Ft.	5.00	40.00
Membrane Waterproofing		219 Sq.Ft.	5.00	1,095.00
16-inch Ductile Iron Pipe		54 Lin.Ft.	50.00	2,700.00
24-inch Steel Pipe		11 Lin.Ft.	45.00	495.00
				$ 173,098.00

Type Code X780
N.E. 74th Ave. U'xing (Bridge No. 7030A)

Bridge Removal Work	(47%)	All Required		$ 20,690.81
Shoring, Cribbing, Etc.	(47%)	All Required		4,700.00
Structure Excavation		277 Cu.Yd.	7.00	1,939.00
Structure Excavation Below Elevations Shown		28 Cu.Yd.	7.00	336.00
Special Wall Backfill		106 Cu.Yd.	11.00	1,166.00
Structural Concrete, Class 3300 (414 Cu.Yd.)	(47%)	All Required		33,137.35
Structural Concrete, Class 4000 (34 Cu.Yd.)	(47%)	All Required		7,383.70

Structural Concrete, Class 5000 (22 Cu.Yd. @ $245)	(47%)	All Required		$ 2,768.77
4'x40'/45' Prestressed Slabs		5 Each	2,888.00	14,440.00
4'x50'/55' Prestressed Slabs		10 Each	3,502.00	35,020.00
Reinforcement (50,000 lbs.)	(47%)	All Required		7,990.00
Reinforced Concrete Bridge End Panels		53 Sq.Yd.	45.00	2,385.00
Restraining Grate		209 Lin.Ft.	70.00	14,630.00
1-inch Electrical Conduit		106 Lin.Ft.	4.00	424.00
1-1/4-inch Electrical Conduit		42 Lin.Ft.	5.00	210.00
Membrane Waterproofing		215 Sq.Yd.	6.00	1,290.00
				$ 148,510.63

Type Code X780
N.E. Halsey St. Conn. U'xing, Bridge No. 7999C

Bridge Removal Work	(25%)	All Required		$ 21,250.00
Shoring, Cribbing, Etc.	(25%)	All Required		1,250.00
Structure Excavation		232 Cu.Yd.	7.00	1,624.00
Structure Excavation Below Elevations Shown		25 Cu.Yd.	12.00	300.00
Special Wall Backfill		86 Cu.Yd.	11.00	946.00
Structural Concrete, Class 3300 (601 Cu.Yd.)	(25%)	All Required		40,000.00
Structural Concrete, Class 4000 (180 Cu.Yd.)	(25%)	All Required		15,000.00
Structural Concrete, Class 4500 (358 Cu.Yd.)	(25%)	All Required		25,000.00
4'x60'/65' Prestressed Slabs		2 Each	4,000.00	8,000.00
4'x65'/70' Prestressed Slabs		2 Each	4,500.00	9,000.00
Reinforcement (199,400 lbs.)	(25%)	All Required		18,750.00
Reinforced Concrete Bridge End Panels		37 Sq.Yd.	52.00	1,924.00
Standard Steel (2,200 lbs.)	(25%)	All Required		1,250.00
Steel Rail		84 Lin.Ft.	85.00	7,140.00
Restraining Grate		12 Lin.Ft.	93.00	1,116.00
3/4-inch Electrical Conduit		1 Lin.Ft.	5.00	5.00
1-inch Electrical Conduit		156 Lin.Ft.	5.00	780.00
1-1/2-inch Electrical Conduit		75 Lin.Ft.	6.00	450.00
Membrane Waterproofing		786 Sq.Yd.	5.00	3,930.00
				$ 157,715.00

Type Code X780
N.E. 82nd Ave. U'Xing, Bridge No. 7031A

Detour Structure	(26%)	All Required		$ 83,200.00
Bridge Removal Work	(26%)	All Required		6,240.00
Shoring, Cribbing, Etc.	(26%)	All Required		3,744.00

Structure Excavation		260 Cu.Yd.	6.00	$ 1,560.00
Structure Excavation Below Elevations Shown		23 Cu.Yd.	12.00	276.00
Special Wall Backfill		99 Cu.Yd.	11.00	1,089.00
Structural Concrete, Class 3300 (860 Cu.Yd.)	(26%)	All Required		39,520.00
4'x35'/40' Prestressed Slabs		6 Each	1,920.00	11,520.00
4'x55'/60' Prestressed Slabs		6 Each	2,960.00	17,760.00
4'x60'/65' Prestressed Slabs		6 Each	3,200.00	19,200.00
Reinforcement (92,000 lbs.)	(26%)	All Required		6,656.00
Coated Reinforcement (330 lbs.)	(26%)	All Required		62.40
Reinforced Concrete Bridge End Panels		46 Sq.Yd.	52.00	2,392.00
Steel Rail		114 Lin.Ft.	49.00	5,586.00
Restraining Grate		114 Lin.Ft.	75.00	8,550.00
1-inch Electrical Conduit		174 Lin.Ft.	5.00	870.00
1-1/4-inch Electrical Conduit		13 Lin.Ft.	5.00	65.00
1-1/2-inch Electrical Conduit		68 Lin.Ft.	6.00	408.00
2-inch Electrical Conduit		91 Lin.Ft.	8.00	728.00
Membrane Waterproofing		364 Sq.Yd.	5.00	1,820.00
6-inch Temporary Pressure Sewer Pipe		260 Lin.Ft.	16.00	4,160.00
6-inch Pressure Sewer Pipe		260 Lin.Ft.	12.00	3,120.00
16-inch Ductile Iron Pipe		73 Lin.Ft.	50.00	3,650.00
24-inch Steel Pipe		5 Lin.Ft.	50.00	250.00
				$ 222,426.40

Subtotal (Transit Structures)	1,963,040.40
Engineering	245,379.60
Total	$2,208,420.00

Length of Roadway	2.557 mi.
Length of Structures	0.000 mi.
Total	2.557 mi.

Cost of Roadway Per Mile $10,321,705.12

Retained in Program

Air Monitoring Service	All Required	$ 35,000.00
Revision to State Building Grounds	All Required	15,000.00
Utility Exploratory Excavation	All Required	2,500.00

Emergency Maintenance (S.F.)	All Required		$ 60,000.00
Transportation and Salvage Value of Steel (Bridge No. A7913)	26,000 Lbs.	0.05	1,300.00
			$ 113,800.00

Summary of Funds 85%

Description	G	Code	Total Cost	Federal Funds	State Funds	Tranist Funds
Highway Related Work						
Roadway	2	UMTA	$18,899,414	$16,064,501	$2,834,913	$ -
Structures	2	UMTA	6,435,580	5,470,243	965,337	-
Illumination	2	UMTA	486,396	413,436	72,960	-
Traffic Signals	2	UMTA	416,619	354,126	62,493	-
Signing (to Sta. 1056)	1	580	28,917	24,579	4,338	-
Subtotal			$26,266,926	$22,326,885	$3,940,041	$ -
Transit Related Work						
Roadbed	3	UMTA	$ 4,755,786	$ 4,042,418	$ -	$ 713,368
Structures	3	UMTA	2,208,420	1,877,157	-	331,263
Subtotal			$ 6,964,206	$ 5,919,575	$ -	$1,044,631
Reserve	2	UMTA	113,800	96,730	17,070	-
			$33,344,932	$28,343,190	$3,957,111	$1,044,631

Group 1 00%;
Group 2 74%
Group 3 25%
Group 8 01%
Contract No. 9594
Prefix 26-1929-03P1, 03N2 PE
Prefix 26-1929-04P1, 04N2 PE
Prefix 26-1030

Highway 03P1, 04P1
Transit 03N2, 04N2

ALLEN, KILMER, SCHRADER, YAZBECK & CHENOWETH

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

1600 ORBANCO BUILDING
1001 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204
TELECOPIER 503-222-5290
TELEPHONE 503-224-0055

795 CITIZENS BUILDING
975 OAK STREET
EUGENE, OREGON 97401
TELECOPIER 503-484-9779
TELEPHONE 503-687-9210

PLEASE REPLY TO PORTLAND OFFICE

April 20, 1988

DELIVERED BY MESSENGER

Mr. O.B. Jackmond
Oregon State Highway Dept.
Transportation Building
Salem, Oregon 97310

Re: R.A. Hatch Co.: OSHD 959~~3~~4; The American Insurance Company; Claim File H-864-S-546576

Dear Mr. Jackmond:

As you know, I represent The American Insurance Company, one of the sureties on this project, which has an assignment of all contract proceeds and retainage from the R.A. Hatch Co.

Recently, the SAIF Corporation filed a lawsuit against the bond on this project seeking recovery of over $200,000 in allegedly unpaid premiums, interest, and penalties. On behalf of The American Insurance Company, I again request that you release the retainage in full on this project to me on behalf of The American Insurance Company for the purpose of compromising and resolving the SAIF claim.

If you have any questions or if I may be of further assistance, please do not hesitate to call.

Very truly yours,

Robert O'Halloran
Robert L. O'Halloran

972/smm

cc: Fran Neavoll
G. Kevin Keily
E. Joseph Dean
Martin E. Van Tassell
Levi J. Smith

RECEIVED
APR 20 1988
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Jackmond has
hold on funds
due to garnishment -

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

September 9, 1987

In Reply Refer to File No.:
CON 5
9594
9865
9953

Allen, Kilmer, Schrader, Yazbeck
& Chenoweth
Attorneys at Law
1600 Orbanco Building
1001 SW Fifth Ave.
Portland, OR 97204

Attn: Robert L. O'Halloran

Dear Mr. O'Halloran:

Re: Revised copy of September 3 letter
R. A. Hatch Co.; Roadway/Hatch J.V.
American Insurance Company
OSHD Contract Nos. 9594, 9865 and 9953

Your letter of July 15, 1987, reaffirmed instructions from The American Insurance Company that no funds on any of the above projects are to be released to the prime contractor without specific approval of The American Insurance Company. We have recently received an executed assignment form assigning the proceeds from Contract No. 9594 to The American Insurance Company. We are in the process of verifying this assignment.

In accord with your instructions, no funds on any of the above contracts will be released to the prime contractor without approval of The American Insurance Company

Sincerely,

O. B. Jackmond

O. B. Jackmond, P.E.
Contract Administration Engineer

OBJ:mk

cc: W. E. Schwartz
Commission Services (Fran Neavoll)
Highway Accounting (Mike Gander)
Contract Payments (Bruce Walton)
090212m

RECEIVED
MAY 31 1988
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

September 3, 1987

Allen, Kilmer, Schrader, Yazbeck
& Chenoweth
Attorneys at Law
1600 Orbanco Building
1001 SW Fifth Ave.
Portland, OR 97204

In Reply Refer to
File No.:

CON 5
9594
9865
9953

Attn: Robert L. O'Halloran

Dear Mr. O'Halloran:

Re: R. A. Hatch Co.; Roadway/Hatch J.V.
American Insurance Company
OSHD Contract Nos. 9594, 9865 and 9953

Your letter of July 15, 1987, reaffirmed instructions from The American Insurance Company that no funds on any of the above projects are to be released to the prime contractor without specific approval of The American Insurance Company. We are in the process of verifying this assignment.

In accord with your instructions, no funds on any of the above contracts will be released to the prime contractor without approval of The American Insurance Company

Sincerely,

for
by Ron Kleinschmidt
O. B. Jackmond, P.E.
Contract Administration Engineer

NOTED ON CARD
9/24/87

OBJ:mk

cc: W. E. Schwartz
Commission Services (Fran Neavoll)
Highway Accounting (Mike Gander)
Contract Payments (Bruce Walton)

RECEIVED
SEP 3 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

090212m

[illegible]

February 22, 1988

CON 5 - 9594

Ann Kelley
Assistant Attorney General
Justice Department
100 Justice Building
Salem, OR 97310

As requested, we are attaching a certified copy of the Performance Bond on Contract No. 9594 with R. A. Hatch Co. for work on the N.E. 39th Avenue-N.E. 87th Avenue Section (Banfield Transitway) of the Columbia River Highway in Multnomah County.

Fran Neavoll
COMMISSION SERVICES

FKN:cv
Attachment

Section IV. Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we
R. A. Hatch Co., an Oregon corporation, by and through its corporate officials doing business at Bend (P. O. Box 6179), Oregon 97708

as principal, and INDUSTRIAL INDEMNITY COMPANY,
a California corporation
and THE AMERICAN INSURANCE COMPANY,
a New Jersey corporation

as surety, are jointly and severally held and bound unto the State of Oregon, in the sum of Twenty-Nine Million Two Hundred Seventy Thousand One Hundred Eighty-Six Dollars ($29,270,186.00)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with the State of Oregon, which contract, together with the applicable plans, Standard Specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to perform certain work and to assume certain obligations, which things he agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said contract.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the applicable Standard Specifications, and shall indemnify and save harmless the State of Oregon, the Oregon Transportation Commission, and members thereof, its officers, employes, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said contractor or his subcontractors; and shall make payment promptly, as due, to all subcontractors and to all persons supplying to the contractor or his subcontractors equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contributions or amounts due the State Accident Insurance Fund and the State

Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employes and payable to the Revenue Department; and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay the State of Oregon, by and through its Transportation Commission, such damages as may accrue to the State under said contract and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, by and through its Transportation Commission, be obligated for the payment thereof.

Witness our hands this 1st day of March, 19.83

R. A. Hatch Co.
Principal

By Robert Hatch Pres.

By Suzanne C. Hatch

....
Principal

By ....

By ....

APPROVED AS TO AUTHORITY OF ATTORNEY - IN - FACT
FOR THE SURETY COMPANY.
INSURANCE DIVISION - DEPT. OF COMMERCE
BY Diane E. Koenig

THE AMERICAN INSURANCE COMPANY

By: James F. Darby
James F. Darby
Attorney-in-fact

INDUSTRIAL INDEMNITY COMPANY
Surety

By James F. Darby
Attorney in Fact James F. Darby

By Corroon + Black of Oregon
Agent

February 17, 1988

Sussman, Shank, Wapnick, Caplan & Stiles CON 5 - #9594
Attorneys at Law
1111 Orbanco Building
1001 Southwest Fifth Avenue
Portland, OR 97204-1111

Attn: Lucy E. Kivel

The Highway Division, Milwaukie office, has forwarded your letter dated January 28, 1988, addressed to the Secretary of State in which you file a claim on behalf of Far West Federal Bank, as assignee of Willert Equipment Co., against the following Highway Division contract:

AMOUNT:	$31,609.64
FOR:	Materials, labor and equipment
AGAINST (PRIME CONTRACTOR):	R. A. Hatch Co.
SUBCONTRACTOR:	Hopsing Construction, Inc.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Ave.-N.E. 87th Ave. Columbia River Hwy. Multnomah County
SURETY:	American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the prime contractor of the receipt of this claim.

Please advise this office (121 Transportation Building, Salem, OR 97310) rather than the Milwaukie office when your client's claim has been paid.

Fran Neavoll
COMMISSION SERVICES

cc: R. A. Hatch Co.
P. O. Box 6179
Bend, OR 97708

American Insurance Co.
Fidelity & Surety Dept.
P. O. Box 3825
Portland, OR 97208

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97207

Industrial Indemnity Co.
Bond Dept.
101 S. W. Main
Portland, OR 97204

bc: Bryant Jackmond
FKN:cv

SUSSMAN, SHANK, WAPNICK, CAPLAN & STILES

ATTORNEYS AT LAW

Gilbert Sussman (1905-1985)
Jerome B. Shank
Norman Wapnick
Barry P. Caplan
William N. Stiles
John P. Davenport
Jeffrey R. Spere
Ronald A. Shellan
Richard G. Spier
John H. Durkheimer

1111 Orbanco Building
1001 Southwest Fifth Avenue
Portland, Oregon 97204-1111

Telephone (503) 227-1111

Telecopier (503) 228-2058
Telex: 360823 HQPTL

Jane E. Angus
Donald H. Friedman
Michael G. Halligan
Lucy E. Kivel
Wendell G. Kusnerus
Howard M. Levine
Jeffrey C. Misley
Bonnie Serkin Pound
Susan K. Roedl
Michael F. J. Romano
Sylvia E. Stevens
Stuart I. Teicher

January 28, 1988

BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Secretary of State
Official Documents
143 State Capitol Building
Salem, OR 97310

The Oregon Department
of Transportation
9002 SE McLoughlin Boulevard
Milwaukie, Oregon 97222-7394

[✓ GM] MRE [✓ OE] PPM [✓ CE]
PA EM TNG LM

Re: Oregon State Highway Division, ODOT Contract No. 9594, Banfield, 39th to 87th Avenue, Portland, OR

Gentlemen/Ladies:

Our office represents Far West Federal Bank as assignee of Willert Equipment Co. Enclosed please find a Notice of Bond Claim to be filed on behalf of Far West Federal Bank on the above-referenced project. The original is being filed with the Secretary of State.

If you have any questions, please contact the undersigned.

Very truly yours,

SUSSMAN, SHANK, WAPNICK, CAPLAN & STILES

Lucy E Kivel

Lucy E. Kivel

LEK\epl
lek\06835018.L15
Enclosure
cc: Far West Federal Bank

RECEIVED
FEB -4 1988
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE OF BOND CLAIM

TO: Secretary of State for the State of Oregon, State Capitol Building, Salem, Oregon and

The Oregon Department of Transportation, 9002 S.E. McLoughlin Boulevard, Milwaukie, Multnomah County, Oregon

RE: Oregon State Highway Division, ODOT Contract No. 9594, Banfield, 39th to 87th Avenue, Portland, Oregon

Notice is hereby given that the undersigned, Farwest Federal Bank, as assignee of Willert Equipment Co., has a claim for concrete pavement grinding furnished by Willert Equipment Company in the sum of $31,609.64 against the bond taken from R. A. Hatch Co., as principal, and Firemans Fund Insurance Company and American Insurance Company as surety for the work of R. A. Hatch Co. on the Banfield Freeway 39th to 87th Avenue, Portland, Oregon, Contract No. 9594. Such materials, labor and equipment was supplied to Hopsing Construction, Inc. between March 19, 1985 and December 31, 1985.

FAR WEST FEDERAL BANK

By: ______________________
Larry Arpan
Sr. Vice President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19th day of January, 1988.

Notary Public for Oregon
My commission expires: 8-18-88

RECEIVED
FEB -4 1988
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

9 jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-68(6)
2. STATE PROJECT NO.
2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. 10030

6. TO

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

RECEIVED
STATE HWY ENGR
JAN 7 '88
REFER TO
Gilmour
FOR
Info | Inves | R/O | P.E. | Bid | Con | File

7. DATE AUTHORIZATION EFFECTIVE November 16, 1987
8. FEDERAL ROUTE NUMBER FAP 68
9. STATE ROUTE NUMBER 2

10. GENERAL LOCATION:

N. E. 39th Ave. - N. E. 87th Ave.

11. GENERAL DESCRIPTION OF WORK

Reinstall glare shields

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON A~~N AGREED UNIT PRICE OR~~ FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 11/16/87 as requested in Mr. Fredrickson's letter of 12/14/87 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 27 is approved to a TEC of $5,000; Federal Funds $4,250.

14. DATE 1/4/88
15. SIGNATURE OF APPROVING OFFICIAL
16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

OREGON DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

WEE Y REPORT FOR CONSTRUCTION PF ECTS

WEEK ENDING November 28, 1987

CONTRACT NO 9594

F A PROJECT NO IX-68(6)

DATE OF AWARD March 1, 1986

FIRST NOTIFICATION DATE March 8, 1983

ESTIMATED DATE OF COMPLETION, OR

SECOND NOTIFICATION DATE AND May 20, 1986

ESTIMATED SEMIFINAL SUBMITTAL DATE November 23, 1987

AVERAGE FORCE ON PROJECT THIS WEEK

SUPERVISORS: 0 WORKERS: 0

PERCENT CONTRACT WORK COMPLETED 100 %

PROJECT NAME (SECTION) NE 39th Ave.-NE 87th Ave.

HIGHWAY Columbia River

COUNTY Multnomah

CONTRACTOR R.A. Hatch Co.

KIND OF WORK Grading, Paving, Str., Etc.

PROJECT AUTHORIZATION

CURRENT AUTHORIZATION $35,252,396.75

ESTIMATED PROJECT COST $35,167,177.99

ESTIMATED PERCENT ~~OVER~~RUN/UNDERRUN 0.2 %

ENGINEERING

AUTHORIZATION $3,400,000.00

COST THIS WEEK $ 500.00

TOTAL TO DATE $3,419,900.00

PERCENT OF AUTHORIZATION 100 %

CONTRACT TIME UNIT	DATE OF SPECIFIED COMPLETION	DAYS AVAILABLE OR LIMITING NO. OF DAYS	ELAPSED TIME OR DAYS CHRGD. TO END OF WEEK	PRESENT TIME ELAPSED OR CHARGED	EXPECT TO COMPLETE UNIT ON TIME
	/ /	0	0.0	0	
	/ /	0	0.0	0	
	/ /	0	0.0	0	
	/ /	0	0.0	0	

CONTRACT STATUS	GRADING	BASE	PAVING	SIGNALS	STRUCTURES	ILLUM
ORIG. CONTRACT QUANTITIES	338,400 CY	124,200 TN	45,000 TN			
EST. CORRECTED QUANTITIES	374,530 CY	144,375 TN	42,195 TN			
EST. PERFORMED TO DATE	374,530 CY	144,375 TN	42,195 TN			
PERCENT PERFORMED TO DATE	100	100	100	100	100	100

ACTIVITIES THIS WEEK:

No activity.

PROJECT VISITORS:

ACTIVITIES ANTICIPATED NEXT WEEK:

CE ___ CAE ___ RECEIVED SPC ___ TC ___
COE ___ OM ___ SA ___ CC ___
OE ___ NOV 1987 FE ___ CP ___
CA ___ PQC ___
CAM ___ CONSTRUCTION SECTION QCS ___
EEO ___ FILE ___

PROJECT MANAGER COMMENTS (INCLUDE DATE AND REASON FOR SUSPEND WORK ORDERS):

Semifinal submitted to Region on November 23.

FINAL REPORT

DISTRIBUTE AS INDICATED BY THE MARGINALS. GENERALLY SUBMIT THE ORIGINAL AND TWO COPIES TO THE CONSTRUCTION SECTION AND ONE COPY TO REGION.

PROJECT MANAGER (SIGN) David L. Jones

734-3001 (REV. 1-86)

CONSTRUCTION SECTION

FORM No. 1194—WRIT OF GARNISHMENT—ISSUED BY ATTORNEY. NS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

OT THIS FORM IS FOR GARNISHMENTS ISSUED UNDER CH. 873 §§ 2 AND 4, OREGON LAWS 1987

In the Circuit Court of the State of Oregon

For the County of Multnomah

# ~~9594~~ per acctg.

R. A. HATCH COMPANY, INC., Plaintiff

vs.

CLAUDE G. MAY, et al, Defendant(s)

Case No. A8506-04104

WRIT OF GARNISHMENT ISSUED BY ATTORNEY

NOTED ON CARD

IN THE NAME OF THE STATE OF OREGON, TO: State of Oregon, Highway Department, 135 Transportation Building, Salem, Oregon 97310

You are now a Garnishee.

AS A GARNISHEE, YOU NEED TO KNOW THE FOLLOWING (the following information is to be filled in by the Creditor):

On October 5, *19*87, *~~plaintiff~~/defendant (cross out one)* Amwest Surety Insurance Co., *named above and called "Creditor," has obtained a judgment (a court order for the payment of money) against the plaintiff/~~defendant~~ (cross out one)* R. A. Hatch Company, Inc., *named above and called "Debtor." The Debtor's Social Security Number or Employer Identification Number is* .... *(insert if known).*

The following amount is necessary to satisfy the Creditor's judgment:

+	Judgment Debt	$
+	Prejudgment Interest	$
+	Attorney Fees	$ 50,000.00
+	Cost Bill	$
+	Post-Judgment Interest	$ 86.30
+	Delivery Fee for this Writ	$ 1.67
+	Sheriff's Fees other than Delivery Fees	$
+	Other (Explain. Attach additional sheets if necessary.)	$
		$
		$

		$
		$
	Total other from additional sheet (if used)	$
+	Past Writ Issuance Fees	$
+	Past Delivery Fees	$
+	Transcript and Filing Fees for other counties	$
=	Subtotal	$ 50,087.97
	LESS Payments Made	($ -0-)
=	TOTAL Amount Required to Satisfy in Full this Judgment	$ 50,087.97

THE CLERK OF THE COURT HAS NOT CALCULATED ANY AMOUNTS ON THE WRIT AND IS NOT LIABLE FOR ERRORS MADE IN THE WRIT BY THE CREDITOR.

I certify that I have read the Writ of Garnishment; and to the best of my knowledge, information and belief, there is good ground to support it.

DATED October 12, *19*87

Andrew D. Hahs
SIGNATURE OF CREDITOR'S ATTORNEY

Andrew D. Hahs 81254
CREDITOR'S ATTORNEY (TYPE OR PRINT) BAR NO.

One S.W. Columbia, Suite 1800
ADDRESS

Portland, Oregon 97258 228-5626
CITY STATE ZIP PHONE

Original & 3 cys hand carried to Debbie, Doug Goldbach's secretary, 10-14-87. (Rec'd from Director's Office.) 10-16-87 cc to Comm Servs 2.

GARNISHEE'S DUTIES

YOU MUST ANSWER THIS WRIT BY COMPLETING AND FILING A CERTIFICATE OF GARNISHEE WHETHER OR NOT YOU HOLD ANY OF THE DEBTOR'S PROPERTY OR OWE ANYTHING TO THE DEBTOR.

IF YOU FAIL TO ANSWER THIS WRIT, OR IF YOU ANSWER IT UNTRUTHFULLY, OR IF YOU FAIL TO DELIVER THE PROPERTY WHEN REQUIRED TO DO SO, YOU MAY BE SUBJECT TO COURT PROCEEDINGS UNDER ORS 29.285 AND MAY BE HELD LIABLE TO THE CREDITOR FOR THE LESSER OF:

(A) THE TOTAL AMOUNT CLAIMED IN THIS WRIT, OR

(B) THE AMOUNT YOU OWE THE DEBTOR OR THE VALUE OF PROPERTY YOU HOLD.

As a Garnishee, you MUST take the following steps:

STEP 1. COMPLETE THE CERTIFICATE AND SCHEDULE.

Within five days of receiving the writ, you must fill out and file the following forms called "Certificate of Garnishee (opposite) and, if required (see schedule form), the "Earnings Exemption Computation Schedule" (on reverse side of Certificate of Garnishee).

In filling out the form, you must describe any garnished property or debts you know you have in your possession. This writ garnishes only personal property of the Debtor you hold or debts you owe to the Debtor as of the date you received this writ, including debts that existed but were not yet due when you received this writ. You file these forms by following Step 2 below.

If you have questions, you should contact an attorney. The clerk of the court cannot give you legal advice.

If the writ does not comply with Oregon law or if you cannot tell from the writ whether you hold any property or owe any debt to the Debtor, the writ does not garnish anything, but you must fill out the certificate anyway and follow Step 2. Keep a copy for your records.

If the writ does comply with Oregon law, and you can tell that you may hold property of or owe a debt to the Debtor but you are not sure what or how much, you must fill out the certificate anyway and explain why. You must then follow Step 2. When you find out whether or what you do owe the Debtor, you should amend the certificate, even if you find out you do not owe the Debtor anything. Follow Step 2 again and file the amended certificate.

After filing the certificate under Step 2, go on to Step 3 if you owe anything to the Debtor or hold property that belongs to the Debtor.

STEP 2. FILE THE CERTIFICATE AND SCHEDULE.

Within five days of receiving the writ, you must send ALL of the following (information to be filled in by Creditor):

A COPY of the certificate and schedule form to the Creditor at:

Andrew D. Hahs
NAME

One SW Columbia, Suite 1800
ADDRESS

Portland Multnomah Oregon 97258
CITY COUNTY STATE ZIP

The ORIGINAL certificate and schedule form to the clerk of the ~~district~~/circuit court (cross out one) of Multnomah *County at:*

1021 S.W. Fourth Avenue
ADDRESS

Portland Multnomah Oregon 97258
CITY COUNTY STATE ZIP

A COPY of the certificate and schedule form to the Debtor at (last known address):

R. A. Hatch Company, Inc.
NAME

P.O. Box 6179
ADDRESS

Bend Deschutes Oregon 97708
CITY COUNTY STATE ZIP

A COPY of the certificate to the Sheriff of the county where this writ was delivered to you. You will need to look up the address. You are required to send a copy to the Sheriff ONLY if you hold personal property of the Debtor other than a debt or other obligation payable that is due now or will become due within 45 days.

STEP 3. DELIVER THE FUNDS OR OTHER PROPERTY.

If you owe anything to the Debtor or hold property that belongs to the Debtor, you MUST do (a) or (b) below, or both depending on what you owe or hold:

(a) MONEY OR OTHER OBLIGATION DUE WITHIN 45 DAYS. If you owe or hold a debt or other obligation payable in money that is due now or will become due in 45 days, do the following:

Unless you receive a notice of claim of exemption (a document or other notice from the clerk of the court informing you that the Debtor is claiming that all or some of the money cannot be garnished), when you send your certificate, or when the debt or other obligation becomes due, whichever is later, make your check or other draft payable to the Creditor and send the payment directly to the Creditor at the address shown in Step 2.

In making payments under this writ, you need to prorate any wages or periodic payments, so that you pay only the amount you owe the Debtor on the date you receive this writ.

If you receive a notice of claim of exemption from the court and have not yet forwarded the money, send or deliver the payment directly to the clerk of the court. You must send the payment promptly with the Certificate of Garnishee if it is now due; otherwise, send it when it becomes due and send the Certificate of Garnishee as required under Step 2. If you make payment by check or other draft, make it PAYABLE TO THE COURT. Because you may be liable for money that does not reach the court, it is better not to send cash by mail.

AND / OR

(b) DEBTS DUE AFTER 45 DAYS AND OTHER PROPERTY. If you filed your certificate with the Sheriff under Step 2, do the following even if you receive a notice of claim of exemption from the court:

Hold subject to this garnishment the debt or property now in your possession, control or custody until you receive written notice from the Sheriff. The Sheriff's notice should tell you what to do with the debt or property. If the debt or property is not convenient for you to deliver to the Sheriff and you want the Sheriff to come get the property, you must explain this fact on the certificate.

If you have followed all of the steps in this writ and you receive no notice from the Sheriff within 30 days after this writ was delivered to you, you may treat this garnishment as being of no further force or effect.

As long as this writ is in effect, you may be liable to the Creditor if you pay any debt or turn over any property to the Debtor, except the exempt portion of any wages you owe to the Debtor unless you are otherwise directed by the court or unless the claim or judgment for which this writ of garnishment was given is satisfied in full.

FORM No. 1194—CERTIFICATE OF GARNISHEE (Writ o. Garnishment—Issued by Attorney). ... NS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

(Case caption to be completed by Creditor)

In the Circuit Court of the State of Oregon

For the County of Multnomah

R. A. HATCH COMPANY, INC. Plaintiff,

vs.

CLAUDE G. MAY, et al Defendant.

Case No. A8506-04104

CERTIFICATE OF GARNISHEE

TO: The Clerk of Court, Creditor's Attorney, Debtor and (if applicable) Sheriff.

(Following to be completed by Garnishee)

I hereby certify that at the time of delivery to me of the foregoing Writ of Garnishment on the .... day of ...., 19........, I had in my possession, control or custody only the following property, money, debts, rights, dues or credits due or to become due, belonging or owing to the Debtor named in said Writ of Garnishment (include due date if not yet due):

I have placed a check in front of all the following statements that apply (more than one may apply):

- ☐ *I do not owe money to or hold personal property of the Debtor.*
- ☐ *The Writ of Garnishment does not comply on its face with Oregon garnishment law or I am unable to determine from the information in the writ whether I hold any property of the Debtor. (Explain)*
- ☐ *The writ does comply with Oregon law and I am able to determine that I may owe money to or hold property of the Debtor, but I am not sure what or how much it might be. I will file an amended certificate when I find out. (Explain)*
- ☐ *I owe a debt or other obligation to the Debtor, which is not now due but will become due within 45 days. I will forward the money when the debt or other obligation becomes due.*
- ☐ *I am holding personal property of or owe a debt or other obligation to the Debtor other than a debt or obligation due within 45 days. I am sending this certificate to the Sheriff and if I receive instructions from the Sheriff within 30 days I will follow those instructions even if I receive notice of claim of exemption.*
- ☐ *I owe a debt or other obligation to the Debtor which is now due and I am forwarding the money owed or enough of it to satisfy the garnishment to the Creditor.*
- ☐ *I am holding personal property other than money, but it is inconvenient to deliver the property to the Sheriff. I will hold the property until the Sheriff picks it up. (Explain)*
- ☐ *I have received a notice of claim of exemption and am forwarding funds to the clerk of court.*
- ☐ *Other (Explain).*

Dated ...., 19........

NAME OF GARNISHEE (TYPE OR PRINT)

SIGNATURE

ADDRESS

CITY STATE ZIP PHONE

Note: Statutes affecting Garnishee responses include ORS 29.195, 29.235, 29.245, 29.255, 29.275, 29.285, 29.305 and Ch. 873, Sections 3 and 6, Oregon Laws 1987.

Note: See over for Earnings Exemption Computation Schedule.

(OVER)

EARNINGS EXEMPTION COMPUTATION SCHEDULE

The Garnishee must complete the following form and fill in the correct amounts only if the Garnishee is an employer of the Debtor under ORS 23.175.

1. Debtor's gross weekly "earnings" .... $__________

2. Amounts required to be withheld by law (Federal and state withholding, Social Security, etc.) .... $__________

3. Debtor's "disposable earnings" for week—subtract line 2 from line 1 .... $__________

4. Minimum Exemption (40 × the present minimum hourly wage) per week .... $__________

5. Maximum Exemption (Enter 75% of Line 3 .... $__________

6. Earnings exempt from garnishment (Line 4 or 5, whichever is greater) .... $__________

7. Non-exempt earnings — (Subtract line 6 from line 3) .... $__________

8. Amounts withheld pursuant to a support order under ORS 25.050 or payment of delinquent support under 25.350 .... $__________

9. Earnings subject to garnishment — (Subtract line 8 from line 7) .... $__________

BITTNER & BARKER, P.C.
Lawyers
1800 Benj. Franklin Plaza
One Southwest Columbia
Portland, Oregon 97258-2040

P-513 961 310

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

State of Oregon
Highway Department
135 Transportation Building
Salem, Oregon 97310

9594 jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-68(4)

2. STATE PROJECT NO.

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10030

6. TO

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Copy
#9513

7. DATE AUTHORIZATION EFFECTIVE Spetmber 28, 1987

8. FEDERAL ROUTE NUMBER FAP 68

9. STATE ROUTE NUMBER 2

10. GENERAL LOCATION:

N. E. Union Avenue - N. E. 87th Ave. (Portland)

11. GENERAL DESCRIPTION OF WORK

Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Utility Adjustment

13. REMARKS

As requested by Mr. Gilmour's letter dated 9/18/87 we approve contingent upon modification of Project Agreement if additional funds are required, Federal participation in the final cost of $10,561 for relocation of the sanitary sewer and required inspection done by the City of Portland Bureau of Environmental Services.

RECEIVED
STATE HWY ENGR
OCT 8 '87
Gilmour
REFER TO
~~Potter~~
FOR

Info	Invest	R/D	D/R	Sign	Act	File

14. DATE 10/7/87

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

1859
NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

October 2, 1987

In Reply Refer to
File No.:

Congressman Ron Wyden
500 NE Multnomah, Suite 250
Portland, OR 97232

Attention: Joan McCarter

The Attorney General's office of the State of Oregon has investigated the trucking issue on the Banfield Project. As a result of this investigation, a number of criminal indictments have been handed down.

The Deschutes County District Attorney is presently trying a case involving this issue. This case is expected to conclude sometime in October 1987. It is anticipated that Multnomah County may choose to prosecute as well.

Until such time as the criminal aspects of this issue are settled, it is not expected that any progress will be made on the Davis-Bacon Wage Rate issues.

Mr. McCarney along with his attorney, Mr. Ivan J. Vesely have been informed of this time consuming process. We have assured them that, as soon as possible, the matter will be taken care of.

J. L. Widmer
J. L. Widmer
Labor Compliance Officer

NOTED
W. E. SCHWARTZ

JLW:kjm

bc: W. E. Schwartz
Jack Sollis

10011k

RECEIVED
STATE HWY ENGR
OCT 2 '87
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

734-2023 (2-85)

RON WYDEN
3D DISTRICT, OREGON

WASHINGTON ADDRESS
SUITE 1406
LONGWORTH HOUSE OFFICE BUILDING
PHONE: 202-225-4811

DISTRICT OFFICE:
500 NE MULTNOMAH, SUITE 250
PORTLAND, OR 97232
PHONE: 503-231-2300

Congreſs of the United States
HOUSE OF REPRESENTATIVES
WASHINGTON, DC 20515

COMMITTEES:
ENERGY AND COMMERCE
SMALL BUSINESS
SELECT COMMITTEE ON AGING

September 25, 1987

Mr. John Widmer
Labor Compliance Officer
Department of Transportation
State of Oregon
Highway Division
Salem, OR 97310

Dear Mr. Widmer:

I am writing on behalf of Mr. Chester McCarney regarding the current investigation on the compliance of various contractors on the Banfield Project.

According to Mr. McCarney, he was employed by two of the trucking firms that worked on the project. Mr. McCarney says that he was not properly paid by these firms. The case has apparently been ongoing for several years, and Mr. McCarney is concerned that it might not be resolved for several more.

In an inquiry to the federal Department of Labor I learned that the State of Oregon has jurisdiction in this case. I have enclosed a copy of their letter to me for your reference.

Any assistance you can provide regarding the status of your investigation and the progress of this situation would be greatly appreciated. I would also appreciate it if you would be kind enough to forward your response to Joan McCarter of my Portland office.

With warm regards,

Sincerely,

Ron Wyden

RON WYDEN
Member of Congress

RW/jm
enclosure

CE ..... CAE .....
COE ..... OM .....
OE .....
CA .....
CAM .....
EEO .....
RECEIVED
SEP 28 1987
CONSTRUCTION SECTION
SPC ..... TC .....
SA ..... CC .....
FE ..... CP .....
PQC .....
QCS .....
FILE .....

U.S. Department of Labor

Employment Standards Administration
Wage and Hour Division
909 First Avenue, Room 3032
Seattle, Washington 98174

September 18, 1987

Reply to the Attention of

Honorable Ron Wyden
Member, United States
House of Representatives
Attn: Joan McCarter
500 NE Multnomah, Suite 250
Portland, OR 97232

Subject: Chester McCarney Complaint

Ted Allen Sand and Gravel
Joe Diccillo Sand and Gravel

Dear Congressman Wyden:

This is in response to your inquiry dated September 15, 1987, on behalf of your constituent, Chester McCarney, addressed to Alexander Hicks of the Employment Standards Administration Regional Office.

Mr. McCarney reports that he was not properly paid while employed by the subject trucking firms on the Banfield project. He has told you that he has unsuccessfully attempted to obtain the compensation due him through the Department of Labor.

The project upon which Mr. McCarney worked was subject to the prevailing wage provisions of one of the Davis-Bacon Related Acts (DBRA). The primary enforcement responsibility under DBRA lies with the contracting agency rather than the Department of Labor. The Department of Transportation of the State of Oregon is currently investigating the compliance of the various contractors on the Banfield project.

I am informed that Mr. McCarney has been in contact with personnel of our Portland Area Office. He has been informed of the Department of Transportation's investigation and referred to that agency.

I regret that we can be of no assistance in this matter. If you or Mr. McCarney have questions concerning the status of the State's investigation, you may contact:

John Widmer
Labor Compliance Officer
Department of Transportation
State of Oregon
Highway Division
Salem, Oregon 97310
Telephone (503) 373-7213

Sincerely,

W. J. Olson
Assistant Regional Administrator

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

September 18, 1987

In Reply Refer to
File No

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
CAM GILMOUR

FROM: Cam Gilmour, Manager
Program Section

SUBJECT: Cost Overrun
Field Inspection, Sanitary Sewer Relocation
Portland Bureau of Environmental Services
NE Union Ave.-NE 87th Ave. Utility Project
Columbia River Highway
Multnomah County
Project No. IX-68(4)

Reference is made to D. E. Swan's letter of April 27, 1983, which submitted an estimate of cost for the field inspection of sanitary sewer relocation work by the City of Portland's Bureau of Environmental Services and to your Letter of Approval and/or Authorization, dated May 24, 1983, which approved participation in the estimated cost of $8,644.00. Copies of my letter and your PR-1240 are attached.

The relocation of the sanitary sewer and required inspection have been completed and a final billing of cost, in the amount of $10,561.00, received. The final cost of $10,561.00 exceeds the estimated cost of $8,644.00 by $1,917.00 or 22.18%. The Bureau of Environmental Services in a letter dated June 23, 1987, has provided an explanation of the cause for overrunning the estimated cost. A copy of the letter is attached.

The relocation costs have been audited by our Accounting Section and found to be actual and substantiated. The Bureau of Environmental Services has accomplished the work required to accommodate our highway construction, as requested, and is entitled to full reimbursement.

Your approval of federal participation in the final relocation cost of $10,561.00 is requested.

JMC:jkh/Attachments

cc: ✓ Don Adams
J. M. Cartwright
Larry Olson
Rose Wickham, Hwy. Acctg.

D. R. ADAMS

RECEIVED
STATE HWY ENGR
SEP 21 '87
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

Form 734-3122 (1-87)

September 17, 1987

9594
CON 5 - #9794

Allen, Kilmer, Schrader,
  Yazbeck & Chenoweth
Attorneys at Law
1600 Orbanco Building
1001 SW Fifth Avenue
Portland, OR 97204

Attention: Robert L. O'Halloran

This is notification that the assignment of funds on Contract No. 9594 with R. A. Hatch Company for work on the N.E. 39th Avenue-N.E. 87th Avenue Project in Multnomah County has been approved. This assignment authorizes payment to the American Insurance Company.

We are attaching a copy of the approved assignment for your records and a copy is being forwarded to our Highway Accounting office.

Fran Neavoll
COMMISSION SERVICES

Attachment

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
Bond Department
101 SW Main
Suite 1300
Portland, OR 97204

bc: C. O. Fredrickson Attn: O.B. Jackmond
Bruce Walton
Doug Goldbach Attn: Mike Gander

NOTED ON CARD
9/17/87
fn

STATE OF OREGON **INTEROFFICE MEMO**

Highway Construction 378-6318

FILE: CON 5
9594

TO: Fran Neavoll
Commission Services

DATE:

FROM: O. B. Jackmond
O. B. Jackmond
Contract Administration Engineer

SUBJECT: Contract Proceeds Assignment
NE 39th Avenue-NE 87th Avenue
Contract No. 9594

Attached is the Assignment of Claim form submitted by R. A. Hatch Co. authorizing payments to the American Insurance Company. After some investigation, it was determined that all signatures are correct. We have approved the assignment. Please proceed with proper distribution.

OBJ:kjm

Attachment

09141k

RECEIVED
SEP 15 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

ASSIGNMENT OF CLAIM

Contract No.: 9594

FOR THE CONSIDERATION of One dollar ($1.00) Dollars, to R. A. Hatch Co. paid, we hereby sell, assign and transfer the within claim for all future proceeds (including retention and retention in restricted certificates of deposit held by Far West Federal Bank) of Oregon State Highway Division Contract 9594, Columbia River Highway - E. 39th - N.E. 87th to American Insurance Company and authorize and empower said American Insurance Company, 2121 4th Avenue, Seattle, WA 98121 to act as agent for R. A. Hatch Co. and in its name, place and stead, to verify said claim and to sign receipt for and receive any warrant that may hereinafter be drawn on the Treasurer of the State of Oregon or the various counties within the State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the State's prior and superior claim in interest in and to said funds. And provided further that this assignment shall not in any way jeopardize the interest of person's furnishing labor or materials in connection with the performance of the contract, or which may in any way impair the funds available for such purposes, but any assignment of funds before the completion of the job and before all claims and debts incurred in the performance of the work had been paid shall be void as against the debts or claims incurred in connection with the performance of said work.

Witness my hand this 24th day of April, 1986.

APPROVED
Construction Engr.

Executed in the presence of us as witnesses:

Robert E. Hawes 4/24/86

R. A. HATCH CO.
Robert Hatt
CONTRACTOR

AMERICAN INSURANCE CO.
Jon Elmgren SR. SURETY CLAIMS REPRESENTATIVE
SURETY

INDUSTRIAL INDEMNITY COMPANY
BOND COUNSEL

orig in contract document

9594

September 10, 1987

CON 5 - 9594

Levi Smith
Attorney at Law
200 Market Building, Suite 453
Portland, OR 97201

As requested, attached is an assignment of funds document which is required for assigning funds on Contract 9594. The document must contain the signature of R. A. Hatch and the two bonding companies.

Please return the document to 121 Transportation Building, Salem, OR 97310.

Fran Neavoll
COMMISSION SERVICES

FKN:slp

9/10/87 Requested forms - [illegible]
[illegible]
as I believed assignment [illegible] - he said
had been used by [illegible] in case he needed them -
he would call [illegible] - he req forms

9594

NEIL GOLDSCHMIDT
GOVERNOR

Oregon Department of Revenue
PORTLAND DISTRICT OFFICE
1500 S.W. FIRST AVENUE, PORTLAND, OREGON 97201

September 2, 1987

Department of Transportation
Highway Division - Construction Section
1158 Chemeketa Street NE
Salem, OR 97310

Attn: O.B. Jackmond, P.E., Contract Administration Engineer

RE: NE 39th Avenue - NE 87th Avenue, Contract No. 9594
Garnishment Warrant No. DW86-154876, and DT86-154875

The above referenced garnishment that was served on you on July 20, 1987 is released. You need not make further answer regarding that specific garnishment.

J. Carter
John Carter
Revenue Agent
Collection Division

njw:92/6.3

Telephone: (503) 229-5240

RECEIVED
SEP 10 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED ON CARD
9/24/87

RECEIVED
SEP 03 1987
CONSTRUCTION SECTION

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FILE ....

STATE OF OREGON
Highway Construction 378-6318

INTEROFFICE MEMO
FILE: CON 5
9594

TO: THE FILES

DATE: August 27, 1987

FROM: O. B. Jackmond
O. B. Jackmond
Contract Administration Engineer

SUBJECT: Garnishments
R. A. Hatch Co.
Contract No. 9594

The Employment Division of the Oregon Department of Human Resources and the Oregon Department of Revenue have each filed a Notice of Garnishment with the Highway Division against R. A. Hatch Co.

The Highway Division is currently holding funds on only one contract with R. A. Hatch Co. That contract is Contract No. 9594, NE 39th Ave.-NE 87th Ave.

I was advised by telephone on Tuesday, August 25, 1987, by Mr. Bob Hawes of Riedel Resources that each of these garnishments has been satisfied.

Final payment and/or release of retainage should be withheld until we receive official notification from the Employment Division and the Department of Revenue releasing these garnishments.

OBJ:mk

cc: Commission Services (Fran Neavoll)
Highway Accounting (Doug Goldbach)
Contract Payments (Bruce Walton)

08265m

RECEIVED
AUG [illegible] 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED ON CARD
9/24/87

81-125-1387

9594

~

August 12, 1987

CON 5 - #9594

Samuels, Yoelin, Weiner, Kantor & Seymour
Attorneys at Law
4640 SW Macadam Avenue
Portland, OR 97201

Attention: Alan M. Spinrad

As requested in your letter of August 10, we are attaching a copy of Contract No. 9594 with R. A. Hatch Company for work on NE 39th Avenue-NE 87th Avenue Section of the Columbia River Highway in Multnomah County.

Fran Neavoll
COMMISSION SERVICES

Attachment

SAMUELS, YOELIN, WEINER, KANTOR & SEYMOUR
ATTORNEYS AT LAW

STEPHEN E. KANTOR, P.C.
HY SAMUELS
STEVEN W. SEYMOUR
ALAN M. SPINRAD
DAVID P. WEINER, P.C.
MERRITT S. YOELIN, P.C.*

KEVIN E. BRANNON**
KYLE W. ROTENBERG

200 WILLAMETTE WHARF
4640 S.W. MACADAM AVENUE
PORTLAND, OREGON 97201
(503) 226-2966
TELECOPIER (503) 222-2937

* Also admitted in California
** Also admitted in Washington

August 10, 1987

Commission Services
Oregon State Highway Division
121 Transportation Building
Salem, OR 97310

Re: N.E. 39th Avenue to N.E 87th Avenue, I-84;
Contract 9594

Dear Sir or Madam:

This firm represents several families with regard to claims which have been filed against R.A. Hatch Co. as a result of that company's activities in the Banfield/Light Rail Project. I requested a copy of Contract 9594, for that project, from David L. Jones, Project Manager for the Highway Division of the Department of Transportation. Mr. Jones has given me your address to which to make my request for a copy of that contract.

Would you please send me a copy of Contract 9594, which I understand covers the I-84 Project from N.E. 39th Avenue to N.E. 87th Avenue.

If you have any questions about this request, please call me immediately.

Very truly yours,

Alan M. Spinrad

AMS:ao
cc: Mr. and Mrs. David Brant
Mrs. Anna Coats
Mr. Gary Coats

Obd by
Richmond
for [illegible]
of contract

RECEIVED
AUG 11 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

ALLEN, KILMER, SCHRADER, YAZBECK & CHENOWETH
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

1600 ORBANCO BUILDING
1001 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204
503-224-0055

EUGENE OFFICE
303 SOUTH PARK BUILDING
101 EAST BROADWAY
EUGENE, OREGON 97401
503-687-9210

PLEASE REPLY TO PORTLAND OFFICE

F. GORDON ALLEN
ANDREW K. CHENOWETH
JEFFREY M. KILMER*
CHARLES R. SCHRADER*
STEPHEN C. VOORHEES
JOSEPH A. YAZBECK, JR.

*ALSO ADMITTED IN WASHINGTON

FACSIMILE 503-222-5290 (Portland)
503-484-9779 (Eugene)

JANIE M. BURCART
CHRISTOPHER T. CARSON*
BARRY W. DOD*
DAVID A. DRAPELA*
GEORGE V. EIGHMEY
JAMES P. LAURICK
JEFFREY S. MERRICK
THOMAS J. MURPHY
ROBERT L. O'HALLORAN
GREGORY B SNOOK
LYNNIA K. WOODS

July 15, 1987

RECEIVED
STATE HWY ENGR

JUL 16 '87

REFER TO
Jackmond
FOR

Info	Inves	R/D	D/R	[illegible]	Act	File
			✓			

Cy - this office

Orig to
7/16

W.E. Schwartz
O.B. Jackmond, P.E.
Department of Transportation
Highway Division
102 Transportation Building
Salem, OR 97310

Re: R.A. Hatch Co.; Roadway/Hatch Joint Venture; The American Insurance Company

Dear Mr. Schwartz and Mr. Jackmond:

As you know, I represent The American Insurance Company, surety for R.A. Hatch Co. and the Roadway/Hatch joint venture on various Oregon State Highway Department public works projects.

The American has earlier advised your agency that it has asserted its rights as surety to any and all contract proceeds and/or retention due or which may become due on any OSHD projects bonded by The American on which R.A. Hatch Co. or the Roadway/Hatch joint venture acted as prime contractor.

This letter is to simply reaffirm The American's directives so that there can be no mistake. No funds on any of the projects for which The American has written bonds for the Roadway/Hatch joint venture or R.A. Hatch Co. are to be released to the prime contractor without The American's specific approval . Further, no funds are to released on any of those projects without first contacting me and arranging their disbursal to The American through our office.

We, of course, will abide by your reasonable instructions as to the appropriate forms of assignment which you require in order to release funds to The American (or in the case of OSHD 9594, to The American and it co-surety, Industrial Indemnity).

Very truly yours,

Robert L. O'Halloran

RLO/me
cc: G. Kevin Kiely
John F. Bradach
Levi J. Smith
The American Insurance Company

9597

9597

May 13, 1987

Robert E. Hawes
c/o Riedel International Inc.
P.O. Box 3320
Portland, OR 97208

Jan Henry forwarded to me the assignment of funds on Contract No. 9594 with R. A. Hatch Company for work on N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Project.

It is necessary that Industrial Indemnity Company execute the assignment as they were one of the bonding companies signing the performance bond on this contract. Or if American Insurance Company is authorized to sign for Industrial Indemnity, we would need to receive such documentation.

As soon as this information is received, the assignment will be processed.

Fran Neavoll
COMMISSION SERVICES

Attachment
FKN:cc

bc: Jan Henry
Jack Sollis
Bryant Jackmond

ASSIGNMENT OF CLAIM

Contract No.: 9594

FOR THE CONSIDERATION of One dollar ($1.00) Dollars, to R. A. Hatch Co. paid, we hereby sell, assign and transfer the within claim for all future proceeds (including retention and retention in restricted certificates of deposit held by Far West Federal Bank) of Oregon State Highway Division Contract 9594, Columbia River Highway - E. 39th - N.E. 87th to American Insurance Company and authorize and empower said American Insurance Company, 2121 4th Avenue, Seattle, WA 98121 to act as agent for R. A. Hatch Co. and in its name, place and stead, to verify said claim and to sign receipt for and receive any warrant that may hereinafter be drawn on the Treasurer of the State of Oregon or the various counties within the State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the State's prior and superior claim in interest in and to said funds. And provided further that this assignment shall not in any way jeopardize the interest of person's furnishing labor or materials in connection with the performance of the contract, or which may in any way impair the funds available for such purposes, but any assignment of funds before the completion of the job and before all claims and debts incurred in the performance of the work had been paid shall be void as against the debts or claims incurred in connection with the performance of said work.

Witness my hand this 24th day of April, 1986.

Executed in the presence of us as witnesses:

Robert E. Hawes 4/24/86

R. A. HATCH CO.

Robert Hat

CONTRACTOR

AMERICAN INSURANCE CO.

Jo Elmgren SR. SURETY CLAIMS REPRESENTATIVE

SURETY

RECEIVED
APR 29 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

4-27-87
Bryant,
As you know, I got a call from Riedel last week asking about assignments on Hatch contracts. I told him I had none except for Contract 9855 in which we had returned for a second surety's signature. He told me one had been filed last year. After talking to Jan Henry, she had this on file. Did you get a copy of it? In case not, here is one. I also note that the second surety has not signed it but it was filed last year and and she accepted it and just filed it. I **REITERATED** to her again to make sure if any are filed with her direct to send them to us for proper handling.

Fran Neavoll

CE ___ CAE J
COE ___ OM ___
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APR 27 1987
CONSTRUCTION SECTION

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4-29-87

Fran -

Yes, I got a belated copy. Assignments on this job are Moot Due to contract violations and potential violations we will mak no further payments to anyone fo the next several months. Then we will authorize payments only t Hatch (or his sureties if they fil the proper assignment). Thanks,

Bryant

1 1987
CON
SERVICES
OF TRANSPORTATION

Orig sent direct to Hwy Acctg -

ASSIGNMENT OF CLAIM

Contract No.: 9594

FOR THE CONSIDERATION OF One Dollar ($ 1.00***********) Dollars, to R. A. Hatch Co. paid, it hereby sell, assign and transfer the within claim for all future proceeds (including retention) of Oregon State Hithway Division Contract 9594, Columbia River Highway - N.E. 39th - N.E. 87th

to Riedel International, Inc. and authorize and empower said Riedel International, Inc. to act as agent for R. A. Hatch Co. and in its name, place and stead, to verify said claim and to sign, receipt for and receive any warrant that may hereinafter be drawn on the Treasurer of the State of Oregon or the various counties within the State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim in interest in and to said funds. And provided further that this assignment shall not in any way jeopardize the interest of person's furnishing labor or materials in connection with the performance of the contract, or which may in any way impair the funds available for such purposes, but any assignment of funds before the completion of the job and before all claims and debts incurred in the performance of the work had been paid shall be void as against the debts or claims incurred in connection with the performance of said work.

Witness my hand this 7th day of February, 1986

Executed in the presence of us as witnesses:

Lynette S Harris

R. A. HATCH CO.
Robert Hatch Pres.
CONTRACTOR

THE AMERICAN INSURANCE COMPANY
By:
SURETY James F. Darby, Attorney-in-fact

734-1204(1-84)

9-74

March 20, 1987

Oregon State Highway Division
Attn: Jack Cartwright
Utility Relocation Coordinator
Department of Transportation
5 Transportation Building
Salem, Oregon 97310

Subject: MEADOWLAND DAIRY - 8440 NE Halsey
CPR 915977 10 07 PTD
Sewer Relocation Costs
DOJ No. 734-700-G0058-83

Dear Mr. Cartwright:

Enclosed, please find U. S. Treasury Check No. 51079391, dated March 17, 1987, in the amount of $19,041.53 payable to Oregon State Highway Division.

This payment is for the costs of relocation of the sewer pipe from property now owned by Small Business Administration. Property was formerly owned by Meadowland Dairy.

Please acknowledge receipt of this check by signing, dating and returning the enclosed copy of this letter to the above address.

Very truly yours,

Peter A. Plumridge
District Counsel
Portland District Office

Enclosures

cc: Department of Justice
Attn: Wendy Robinson
Assistant Attorney General
Justice Building
Salem, OR 97310

9594

N

March 19, 1987

Allen, Kilmer, Schrader, Yazbeck & Chenoweth
Attorneys & Counselors
1600 Orbanco Building
1001 SW Fifth Avenue
Portland, OR 97204

Attention: Robert L. O'Halloran

As requested in your letter of February 27, 1987, we are attaching information on the status of Contracts [redacted] 9877, 9865, 9855, 9854, 9944, 9953, and 9935 as provided by our Construction Office.

If you have any questions concerning this information, please contact Bruce Walton. His number is 378-6594.

Fran Neavoll
COMMISSION SERVICES

bk

Attachment

bc: Bruce Walton

ALLEN, KILMER, SCHRADER, YAZBECK & CHENOWETH
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

1600 ORBANCO BUILDING
1001 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204
503-224-0055

EUGENE OFFICE
303 SOUTH PARK BUILDING
101 EAST BROADWAY
EUGENE, OREGON 97401
503-687-9210

PLEASE REPLY TO PORTLAND OFFICE

F. GORDON ALLEN
ANDREW K. CHENOWETH
JEFFREY M. KILMER*
CHARLES R. SCHRADER*
STEPHEN C. VOORHEES
JOSEPH A. YAZBECK, JR.

*ALSO ADMITTED IN WASHINGTON

CHRISTOPHER T. CARSON*
GEORGE V. EIGHMEY
GEORGE J. HIBBERT
FRED L. KOPATICH
JAMES P. LAURICK
THOMAS J. MURPHY
ROBERT L. O'HALLORAN
GREGORY B. SNOOK
LYNNIA K. WOODS

February 27, 1897

Ms. Fran Neavoll
Oregon State Highway Department
Commission Services
121 Transportation Bldg.
Salem, Oregon 97310

Re: The American Insurance Company; R. A. Hatch Co., Roadway/Hatch Joint Venture

Dear Ms. Neavoll:

As you know, I represent The American Insurance Company.

On behalf of The American, I am trying to determine the status and the amounts of contract balances and retainage held by the Oregon State Highway Department on the following projects for which The American posted payment and performance bonds on behalf of R. A. Hatch Co., or Roadway/Hatch, Joint Venture:

1. OSHD 9594, Banfield 39th - 87th Avenue (we have submitted a request for release of retainage together with the consent of the contractor, and I understand that Mr. Jackmond is currently considering it);
2. OSHD 9877, Linn/Lane, California State Line;
3. OSHD 9865, Beaverton/Tigard Highway;
4. OSHD 9855, Powell-Heiny Road (I have received an assignment executed by R. A. Hatch Co. as managing partner of the Joint Venture and will forward it to you under separate cover in order to effect the release of the remaining proceeds);

5. OSHD 9854, Kittridge - 31st Avenue;

6. OSHD 9944, Ladd Canyon;

7. OSHD 9953, Sunset-Pacific Coast Highway;

8. OSHD 9935, Tigard/Willamette River.

I would appreciate it if you could provide me with this information at your very earliest convenience. Please call if you have any questions.

Very truly yours,

Bob O'H

Robert L. O'Halloran

770

cc: The American Insurance Company

RECEIVED
MAR 2 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc Jan Henry for info
Referred to Walton

Status of Contracts

Contract 9594 will be addressed by O. B. Jackmond by separate letter.

Contract 9877 - Contractor must provide additional documentation before final payment can be made. We are holding $10,000.00 in retainage.

Contract 9865 - Contractor must provide additional documentation before final payment can be made. We are holding $145,000.00 in retainage.

Contract 9855 - The final pay estimate was prepared 1-14-87. Contractor must sign and return information to receive final payment.

Contract 9854 - Final pay estimate was prepared 1-9-87. Contractor must sign and return to receive final payment.

Contract 9944 - Contractor was paid in full 8-22-86.

Contract 9953 - Holding $74,744.91 until USDOL Labor Complaint has ben resolved.

Contract 9953 - Final pay estimate prepared 1-29-87. Contractor must sign and return to receive final payment.

~~[illegible]~~: Status of Contracts:

Contract 9594 will be addressed by O.B. Jackmond by seperate letter.

Contract 9877 - Contractor must provide additional documentation befor final payment can be made we are holding $10,000.00 in Retainage.

Contract 9865 - Contractor must provide additional documentation befor final payment can be made. We are holding $145,000.00 in Retainage

Contract 9855 - The final pay estimate was prepared 1-14-87. Contractor must sign and return information to receive final payment.

Contract 9854 - Final pay estimate was prepared 1-9-87. Contractor must sign and return to receive final payment.

Contract 9944 - Contractor was paid in full 8-22-86

Contract 9953 - Holding $74,744.91 until USDOL Labor Complaint has been resolved

Contract 9935 - Final pay estimate prepared 1-29-87. Contractor must sign and return to receive final payment.

Bruce M Walton
Contract Payments

3-16-87

1597

March 11, 1987

CON 5 - 9594

Weiss, DesCamp, Bottari & Huber
Attorneys at Law
2300 U.S. Bancorp Tower
111 SW Fifth Avenue
Portland, OR 97204

Attention: Arnold L. Gray

Thank you for a copy of your letter dated January 8, 1987, addressed to R. A. Hatch Co. and the Secretary of State stating that the claim by Douglas S. Coats in the amount of $50,970.89 has been satisfied.

You state this is in reference to Contract No. 9594 with R. A. Hatch Co. for work on the Banfield Transitway in Multnomah County.

This information will be noted in our records.

Fran Neavoll
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
Bond Department
421 SW Sixth Avenue
Portland, OR 97204

The American Insurance Co.
Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Bryant Jackmond

FKN:cc

NOTED ON CARD
3-11-87

WEISS, DesCAMP, BOTTERI & HUBER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

2300 U S BANCORP TOWER
111 S W FIFTH AVENUE
PORTLAND, OREGON 97204

TELEPHONE (503) 243-2300
TELECOPIER (503) 241-8014

ARNOLD L. GRAY

January 8, 1987

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

R.A. Hatch Co.
Box 6179
Bend, Oregon 97708

and

Secretary of State
141 State Capitol Building
Salem, Oregon 97310

Re: NOTICE OF SATISFACTION OF BOND CLAIM RE OSHD CONTRACT NO. 9594, BANFIELD

Gentlemen:

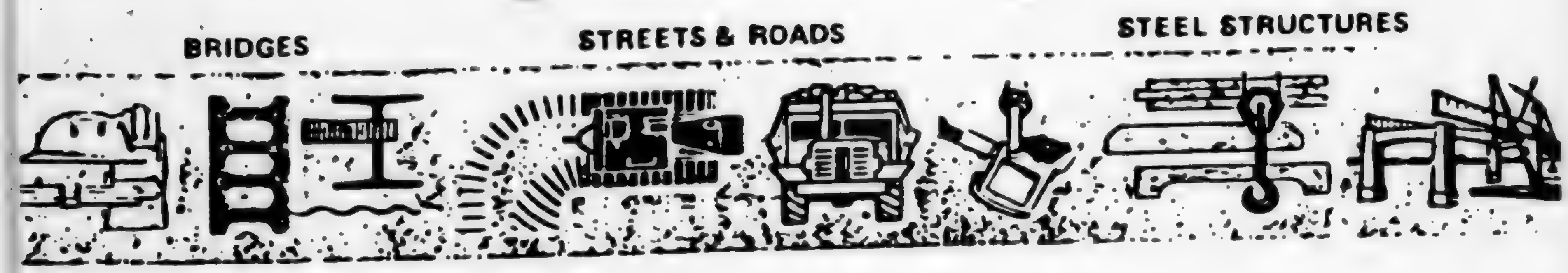
This letter will serve as notice that the claim by Douglas S. Coats, Inc. for $50,970.89 against the bond taken from R.A. Hatch Co. as principal and Industrial Indemnity Co. and American Insurance Co. as sureties, has been satisfied. The bond was taken for construction on the Banfield Project, N.E. 39th Avenue to N.E. 87th Avenue for the Oregon State Highway Division, Contract No. 9594. A copy of Douglas S. Coats' February 24, 1986 and April 17, 1986 Notices of Claim are attached.

WEISS, DesCAMP, BOTTERI & HUBER
A Professional Corporation

By:________________________
Arnold L. Gray
Of Attorneys for
Douglas S. Coats, Inc.

ALG/bjt
cc: Mr. Robert W. Gormsen
Mr. Levi J. Smith
Industrial Indemnity Co.
The American Insurance Co.
0223G

RECEIVED
JAN -9 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION



DOUGLAS S. COATS, INC.
P.O. BOX 311 • BEND, OREGON 97709 • (503) 382-7330

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

April 17, 1986

Secretary of State
141 State Capitol Bldg.
Salem, Oregon 97310

RE: NOTICE OF CLAIM AGAINST ORS CHAPTER 279 BOND
AMENDED FROM ORIGINAL FILING OF FEBRUARY 24, 1986
AGENCY: Oregon State Highway Division,
Department of Transportation Contract #9594

PRIME CONTRACTOR: R A Hatch Co., P O Box 6179
Bend, Oregon 97708

SURETY: The American Insurance Co
Attn: Fidelity & Surety Dept
P O Box 3825
Portland, Oregon 97208

and

Industrial Indemnity Co, 421 S W 6th Ave
Portland, Oregon 97204

Dear Secretary of State:

Pursuant to ORS 279, notice hereby is given that the undersigned, DOUGLAS S COATS INC. has claims for:

BRIDGE CONSTRUCTION AND MATERIALS FURNISHED FOR THE SUM OF $50,970.89 together with interest thereon.

The claim is against the bond taken from R A Hatch, as principal, and Industrial Indemnity Co and The American Insurance Co as surety, for the Oregon State Highway Division, Contract #9594. Such material and labor was supplied to R A Hatch Co.

Sincerely,

DOUGLAS S COATS INC.

Ruth L Pooler
Secretary

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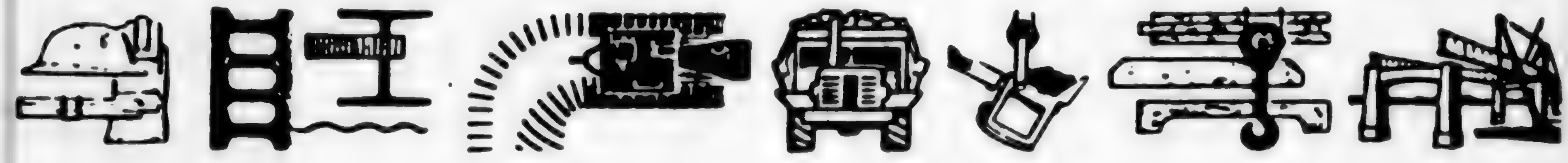
JAN - 9 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT D

BRIDGES **STREETS & ROADS** **STEEL STRUCTURES**



DOUGLAS S. COATS, INC.
P.O. BOX 311 • BEND, OREGON 97709 • (503) 382-7330

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

February 24, 1986

Secretary of State
141 State Capitol Bldg.
Salem, Oregon 97310

RE: NOTICE OF CLAIM AGAINST ORS CHAPTER 279 BOND
Agency: Oregon State Highway Division,
Department of Transportation Contract #9594

Prime Contractor: R A Hatch Co., P O Box 6179, Bend, Or 97708
Surety: Industrial Indemnity Co, 421 S W 6th Ave., Portland, Or 97204

Dear Secretary of State:

Pursuant to ORS 279, notice hereby is given that the undersigned, DOUGLAS S COATS INC. has claims for:

Bridge Construction and Materials furnished for the sum of $50,970.89 together with interest thereon.

The claim is against the bond taken from R A Hatch, as principal, and Industrial Indemnity Co, as surety, for the Oregon State HighwayDivision, Contract #9594. Such material and labor was supplied to R A Hatch Co.

Sincerely,

DOUGLAS S COATS INC

Douglas S Coats
President

RECEIVED
JAN - 9 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT C

February 9, 1987

Cliff Roehr
Small Business Administration
1220 SW 3rd
Portland, OR 97204

Re: Meadowland Dairy, 8440 NE Halsey,
Sewer Relocation Costs
DOJ No. 734-700-G0058-83

Dear Mr. Roehr:

Meadowland Dairies was a party to a revocable permit between Foremost Dairies and the State of Oregon as a subsequent owner of the property at 8440 N.E. Halsey. A copy of this permit is enclosed. On March 16, 1983, the state informed Mr. Walter Anderegg of the need to remove or relocate its sewer pipe because of the widening of Interstate 84. On November 30, 1984, Mr. Anderegg was given further notice of additional required removal or relocation of the sewer pipe because of the reconstruction of N.E. Jonesmore Street. The work to relocate the sewer pipe was completed on March 2, 1985. The total cost of the relocation of the sewer pipe is $19,041.53. (See enclosed bills).

Under General Provision 7 of the Permit, the applicant (Meadowland Dairies) has 10 days from the receipt of written notice of the need to remove or relocate the pipeline to do so "at the sole cost" of the applicant. If the applicant doesn't remove or relocate the sewer pipe, the Highway Division can turn off, remove or relocate the pipeline, again at the applicant's sole cost. If the applicant does not pay for the costs of removal or relocation, the Highway Division can go to court to collect its costs or shut off the pipeline at the building. (General Provision 8).

The Oregon State Highway Division requests that payment for the costs of relocation of the sewer pipe from property now owned by the S.B.A. be made to it. Please remit a check for $19,041.53 to the Oregon State Highway Division, Attn: Jack Cartwright, Utility Relocation Coordinator, Department of Transportation, 5 Transportation Building, Salem, OR 97310.

If you have any questions regarding the above, please do not hesitate to call. Your prompt attention to this matter would be appreciated.

Sincerely,

Wendy Robinson
Assistant Attorney General

mlm/CS/fltr C:Roehr.1
Enclosure

DRAFT

IN THE DISTRICT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

No. ______________

NOTED
JACK L. SOLLIS

STATE OF OREGON, Department of Transportation, Acting by and through the Highway Division,)
Plaintiff,)
v.)
WALTER H. ANDEREGG, general partner of Walter H. Anderegg & Sons, an Oregon partnership,)
dba MEADOWLAND DAIRY, ~~An Oregon Corporation~~? OK
Defendant.)

CONTRACT ACTION

1

Not sure this is necessary

Plaintiff is an agency of the State of Oregon and is responsible for issuing permits to construct pipelines upon state highways.

2

Include reference to "Oregon partnership".

At all material times defendant was doing business as "Meadowland Dairy," a dairy located in Portland, Oregon.

3

Refer to the section of the permit

At all material times plaintiff and defendant were parties to a permit attached hereto as Exhibit A and incorporated by this reference. The permit allowed defendant to maintain a sewage pipe through the existing 82nd Street viaduct across Interstate 84. This permit required defendant to remove or relocate the pipeline at his sole cost if the plaintiff determined it was necessary to widen, improve or relocate the highway. If defendant did not remove or relocate the pipeline after receiving written notice from the plaintiff, plaintiff could, pursuant to the permit, remove or relocate the pipeline and bill the defendant for the costs. Upon receiving such a bill defendant was required to pay the amount due immediately.

4

On March 16, 1983 plaintiff gave defendant written notice of the required removal or relocation of its sewer pipe and requested defendant to deposit with plaintiff the cost of relocation, which letter is attached hereto as Exhibit B and is incorporated by this reference.

5

On November 30, 1984 plaintiff gave defendant written notice of the additional required relocation of its sewer pipe, which letter is attached hereto as Exhibit C and is incorporated by this reference.

6

The total amount owing to plaintiff for the relocation of defendant's sewer pipe is $19,041.53.

7

On November 21, 1985, January 23, 1986 and December 15, 1986 letters were sent to defendant demanding payment for the relocation of the sewer pipe, said letters are attached hereto as Exhibits D, E, and F and incorporated by this reference. The demanded amount was due and owing on November 21, 1985.

8

On January 8, 1987 plaintiff recalculated the amount owed by defendant at $19,041.53, which recalculation is attached hereto as Exhibit G and incorporated by this reference.

9

Shouldn't something be included about Δ never responding to the letters?

Defendant breached said permit by failing to tender the relocation costs when due. Plaintiff has complied with all conditions precedent to enforcing this permit.

10

The permit does not specify the interest rate payable on overdue relocation costs. Pursuant to ORS 82.010 interest accrues on the overdue amount at a rate of nine percent per annum from the date the relocation costs were due. Through November 21, 1986, the accrued interest on the principal balance was $1,713.74, which is due and owing plaintiff.

WHEREFORE ~~THEREFORE~~, plaintiff prays for? d~~emand~~s judgment against defendant for $19,041.53, plus accrued interest through November 21, 1986, in the amount of $1,713.74, plus interest on the principal balance from November 21, 1986, at the rate of nine percent plus plaintiff's costs and disbursements? ~~expence~~s incurred herein.

Actual total should be calculated

DAVE FROHNMAYER
Attorney General

Wendy A. Robinson, OSB #86267
Assistant Attorney General
Department of Justice
Justice Building
Salem, OR 97310
Telephone: (503) 378-4620
Trial Attorney for Plaintiff

[illegible]

WP

John L. Hilts

ATTORNEY AT LAW

January 30, 1987

Mr. Dunbar S. Carpenter
Attorney at Law
729 SW Alder
5th Floor Morgan Park Building
Portland, OR 97200

Re: Andereggs v. Farmers Co-op, et al

Dear Dunbar:

I am admittedly inexperienced in Bankruptcy law and procedure. Enclosed is a copy of sections from the Bankruptcy Code which bear on the issues raised by Bob Anderegg in his letter of January 24, 1987, a copy of which is enclosed.

Based upon these Code sections, wouldn't the Oregon Bank and other creditors who have filed claims against the individual partners be foreclosed from a "double claim?"

In other words, the Andereggs believe that this Bankruptcy proceeding will discharge all of the Dairy claims against them - with the possible exception of the tax liens. However, those liens resulted during the time when the Oregon Bank took over the Dairy and should not be the personal obligation of the Andereggs. Their request for an accounting also seems reasonable and appropriate.

I was specially retained by the Trustee to pursue the FCC lawsuit(s) and I probably should avoid becoming or appearing to become an advocate for the Andereggs.

However, in fairness to them, they deserve answers to the questions they have raised and I do not feel very comfortable in this area of the law.

If the conclusion of the Dairy Bankruptcy does not discharge the $1.7 million judgments against the Andereggs, I suppose their only remedy then is to seek personal bankruptcy.

Would you please respond to these concerns just as soon as you can either directly to Bob Anderegg or to me. They were very

1605 EAST BARNETT ROAD • MEDFORD, OR 97504-8284 • (503) 773-9739

helpful and cooperative with me during the very difficult FCC litigation and about the only benefit they will receive is a complete discharge and clean slate.

Either call or write me at your earliest convenience or communicate directly with Bob Anderegg.

Cordially yours,

John L. Hilts

JLH/1
Enclosures
cc: Andereggs
Wendy Robinson, Assistant Attorney General

percent of such person's gross income during the taxable year of such person immediately preceding the taxable year of such person during which the case under this title concerning such person was commenced from a farming operation owned or operated by such person;

(20) "farming operation" includes farming, tillage of the soil, dairy farming, ranching, production or raising of crops, poultry, or livestock, and production of poultry or livestock products in an unmanufactured state;

(21) "financial institution" means a person that is a commercial or savings bank, industrial savings bank, savings and loan association, or trust company and, when any such person is acting as agent or custodian for a customer in connection with a securities contract, as defined in section 7[illegible](7) of this title, such customer;

(22) "foreign proceeding" means proceeding, whether judicial or administrative and whether or not under bankruptcy law, in a foreign country in which the debtor's domicile, residence, principal place of business, or principal assets were located at the commencement of such proceeding, for the purpose of liquidating an estate, adjusting debts by composition, extension, or discharge, or effecting a reorganization;

(23) "foreign representative" means duly selected trustee, administrator, or other representative of an estate in a foreign proceeding;

(24) "forward contract" means a contract (other than a commodity contract) for the purchase, sale, or transfer of a commodity, or product or byproduct thereof, with a maturity date more than two days after the date the contract is entered in;

(25) "forward contract merchant" means a person whose business consists in whole or in part of entering into forward contracts as or with merchants in commodities;

(26) "governmental unit" means United States; State; Commonwealth; District; Territory; municipality; foreign state; department, agency, or instrumentality of the United States ***(but not a United States trustee while serving as a trustee in a case under this title)***,[*] a State, a Commonwealth, a District, a Territory, a municipality, or a foreign state; or other foreign or domestic government;

(27) "indenture" means mortgage, deed of trust, or indenture, under which there is outstanding a security, other than a voting-trust certificate, constituting a claim against the debtor, a claim secured by a lien on any of the debtor's property, or an equity security of the debtor;

(28) "indenture trustee" means trustee under an indenture;

(29) "individual with regular income" means individual whose income is sufficiently stable and regular to enable such individual to make payments under a plan under chapter 13 of this title, other than a stockbroker or a commodity broker;

(30) "insider" includes—

(A) if the debtor is an individual—

(i) relative of the debtor or of a general partner of the debtor;

(ii) partnership in which the debtor is a general partner;

(iii) general partner of the debtor; or

(iv) corporation of which the debtor is a director, officer, or person in control;

(B) if the debtor is a corporation—

(i) director of the debtor;

---

[*] [*Ed. Note:* Material in italics has been added by the Bankruptcy Judges, United States Trustees, and Family Farmer Bankruptcy Act of 1986 ("1986 Act"). In the judicial districts set forth in subparagraph (B) of Section 302(d)(1) of the 1986 Act this amendment becomes effective and applies to cases commenced after either the expiration of 270 days from the effective date of the Act or 30 days from the date the Attorney General certifies the region pursuant to Section 303 of the 1986 Act, whichever occurs first; in the judicial districts set forth in subparagraph (B) of Section 302(d)(2) it becomes effective and applies to cases commenced after either 2 years from the effective date of the Act or 30 days after certification by the Attorney General, whichever occurs first; in the judicial districts for the States of Alabama and North Carolina it does not become effective until such district elects to be included in a region or October 1, 1992, whichever occurs first (Section 302(d)(3)). *See* Section 302 of the 1986 Act, reprinted under Additional Statutory Provisions, regarding effective dates generally.]

(ii) officer of the debtor;

(iii) person in control of the debtor;

(iv) partnership in which the debtor is a general partner;

(v) general partner of the debtor; or

(vi) relative of a general partner, director, officer, or person in control of the debtor;

(C) if the debtor is a partnership—

(i) general partner in the debtor;

(ii) relative of a general partner in, general partner of, or person in control of the debtor;

(iii) partnership in which the debtor is a general partner;

(iv) general partner of the debtor; or

(v) person in control of the debtor;

(D) if the debtor is a municipality, elected official of the debtor or relative of an elected official of the debtor;

(E) affiliate, or insider of an affiliate as if such affiliate were the debtor; and

(F) managing agent of the debtor;

(31) "insolvent" means—

(A) with reference to an entity other than a partnership, financial condition such that the sum of such entity's debts is greater than all of such entity's property, at a fair valuation, exclusive of—

(i) property transferred, concealed, or removed with intent to hinder, delay, or defraud such entity's creditors; and

(ii) property that may be exempted from property of the estate under section 522 of this title; and

(B) with reference to a partnership, financial condition such that the sum of such partnership's debts is greater than the aggregate of, at a fair valuation—

(i) all of such partnership's property, exclusive of

property of the kind specified in subparagraph (A) of this paragraph; and

(ii) the sum of the excess of the value of each gene partner's nonpartnership property, exclusive of prop ty of the kind specified in subparagraph (A) of t paragraph, over such partner's nonpartnership deb

(32) "judicial lien" means lien obtained by judgment, le sequestration, or other legal or equitable process or proceedi

(33) "lien" means charge against or interest in property secure payment of a debt or performance of an obligatio

(34) "municipality" means political subdivision or pub agency or instrumentality of a State;

(35) "person" includes individual, partnership, and cor ration, but does not include governmental unit, *Provid* *however*, that any governmental unit that acquires an as from a person as a result of operation of a loan guarant agreement, or as receiver or liquidating agent of a person, be considered a person for purposes of section 1102 of t title;

(36) "petition" means petition filed under section 301, 3 303, or 304 of this title, as the case may be, commencing a c under this title;

(37) "purchaser" means transferee of a voluntary transf and includes immediate or mediate transferee of such transferee;

(38) "railroad" means common carrier by railroad engag in the transportation of individuals or property, or owner trackage facilities leased by such a common carrier;

(39) "relative" means individual related by affinity consanguinity within the third degree as determined by common law, or individual in a step or adoptive relations within such third degree;

(40) "repo participant" means an entity that, on any d during the period beginning 90 days before the date of filing of the petition, has an outstanding repurchase agr ment with the debtor;

(41) "repurchase agreement" (which definition also app

previously agreed to in a repurchase agreement. Terre Haute First Nat'l Bank v. Davis (In re Davis), 6 C.B.C.2d 625 (C.D. Ill. 1982).

References

4 Collier on Bankruptcy Ch. 722 (15th ed. 1986).

3 Collier Bankruptcy Manual Ch. 722 (3d ed. 1986).

3 Collier Bankruptcy Practice Guide Ch. 77 (1986).

Bernert, *Redemption of Collateral From a Consumer Debt Under th Bankruptcy Act*, 52 Okla. B.J. 453 (1981).

SECTION 723 (11 U.S.C. §723)

§ 723. Rights of partnership trustee against general partners.

(a) If there is a deficiency of property of the estate to pay in full all claims which are allowed in a case under this chapter concerning a partnership and with respect to which a general partner of the partnership is personally liable, the trustee shall have a claim against such general partner for the full amount of the deficiency.

(b) To the extent practicable, the trustee shall first seek recovery of such deficiency from any general partner in such partnership that is not a debtor in a case under this title. Pending determination of such deficiency, the court may order any such partner to provide the estate with indemnity for, or assurance of payment of, any deficiency recoverable from such partner, or not to dispose of property.

(c) Notwithstanding section 728(c) of this title, the trustee has a claim against the estate of each general partner in such partnership that is a debtor in a case under this title for the full amount of all claims of creditors allowed in the case concerning such partnership. Notwithstanding section 502 of this title, there shall not be allowed in such partner's case a claim against such partner on which both such partner and such partnership are liable, except to any extent that such claim is secured only by property of such partner and not by property of such partnership. The claim of the trustee under this subsection is entitled to distribution in such partner's case under section 726(a) of this title the same as any other claim of a kind specified in such section.

(d) If the aggregate that the trustee recovers from the estates of general partners under subsection (c) of this section is greater than any deficiency not recovered under subsection (b) of this section, the court, after notice and a hearing, shall determine an equitable distribution of the surplus so recovered, and the trustee shall distribute such surplus to the estates of the general partners in such partnership according to such determination.

Legislative History

This section is a significant departure from present law. It repeals the jingle rule, which, for ease of administration, denied partnership creditors their rights against general partners by permitting general partners' individual creditors to share in their estates first to the exclusion of partnership creditors. The result under this section more closely tracks generally applicable partnership law, without a significant administrative burden.

Subsection (a) specifies that each general partner in a partnership debtor is liable to the partnership's trustee for any deficiency of partnership property to pay in full all administrative expenses and all claims against the partnership.

Subsection (b) requires the trustee to seek recovery of the deficiency from any general partner that is not a debtor in a bankruptcy case. The court is empowered to order that partner to indemnify the estate or not to dispose of property pending a determination of the deficiency. The language of the subsection is directed to cases under the bankruptcy code. However, if, during the early stages of the transition period, a partner in a partnership is proceeding under the Bankruptcy Act while the partnership is proceeding under the bankruptcy code, the trustee should not first seek recovery against the Bankruptcy Act partner. Rather, the Bankruptcy Act partner should be deemed for the purposes of this section and the rights of the trustee to be proceeding under title 11.

Subsection (c) requires the partnership trustee to seek recovery of the full amount of the deficiency from the estate of each general partner that is a debtor in a bankruptcy case. The trustee will share equally with the partners' individual creditors in the assets of the partners' estates. Claims of partnership creditors who may have filed against the partner will be disallowed to avoid double counting.

[*House Report No. 95-595, 95th Cong., 1st Sess. 381 (1977); Senate Report No. 95-989, 95th Cong., 2d Sess. 95 (1978).*]

Section 723(c) of the House amendment is a compromise between similar provisions contained in the House bill and Senate amendment. The section makes clear that the trustee of a partnership has a claim against each general partner for the full amount of all claims of creditors allowed in the case concerning the partnership. By restricting the trustee's rights to claims of "creditors," the trustee of the partnership will not have a claim against the general partners for administrative expenses or claims allowed in the case concerning the partnership. As under present law, sections of the Bankruptcy Act applying to codebtors and sureties apply to the relationship of a partner with respect to a partnership debtor. *See* sections 501(b), 502(e), 506(d)(2), 509, 524(d), and 1301 of title 11.

[*124 Cong. Rec. H 11,098 (Sept. 28, 1978); S 17,414–17,415 (Oct. 6, 1978).*]

Subsection (d) provides for the case where the total recovery from all of the bankrupt general partners is greater than the deficiency of which the trustee sought recovery. This case would most likely occur for a partnership with a large number of general partners. If the situation arises, the court is required to determine an equitable redistribution of the surplus to the estate of the general partners. The determination will be based on factors such as the relative liability of each of the general partners under the partnership agreement and the relative rights of each of the general partners in the profits of the enterprise under the partnership agreement. [*Ed. Note*: The last sentence of this excerpt from the House report is inaccurate. For a correct statement of the factors to determine relative liability see page 201 of the House Report.]

[*House Report No. 95–595, 95th Cong., 1st Sess. 381 (1977); See Senate Report No. 95–989, 95th Cong., 2d Sess. 95–96 (1978).*]

Comment

Section 723 of the Code is new. The Act dealt with payment of partnership debts in Section 5g as follows:

> "g. The net proceeds of the partnership property shall be appropriated to the payment of the partnership debts and the net proceeds of the individual estate of each general partner to the payment of his individual debts. Should any surplus remain of the property of any general partner after paying his individual debts, such surplus shall be added to the partnership assets and be applied to the payment of the partnership debts. Should any surplus of the partnership property remain after paying the partnership debts, such surplus shall be distributed among the individual partners, general or limited, or added to the estates of the general partners, as the case may be, in the proportion of their respective interests in the partnership and in the order of distribution provided by the laws of the State applicable thereto."

Section 723 departs from prior law by repealing the so-called jingle rule which, for ease of administration, denied partnership creditors their rights against general partners by permitting the individual creditors of partners to share in their estates first, to the exclusion of partnership creditors.

Nondebtor general partners are liable to the partnership's trustee for any deficiency in the partnership's estate to pay creditors in full as provided by section 723. Bankruptcy Rule 1007(g) authorizes the court to require a partner to file a statement of p liabilities to provide the trustee with the relevant information. The general partners are required to file the schedules and statements on behalf of the partnership debtor.

See Rule 1004 as to the filing of a petition by or against a partnership.

1984 Amendments: Technical clarifying changes were made in section 723(a) and (c).

Case Annotations

According to section 103(b), section 723 is available to a trustee only in a case under chapter 7 and is not available to a trustee in a chapter 11 case despite the fact that the debtors involved are in a liquidating chapter 11 case. In re Monetary Group, 13 C.B.C.2d 1459 (B.Ct., M.D. Fla. 1985).

A judgment holding a partner liable for the debts of a debtor partnership does not deprive individual creditors from pursuing their claims and filing an involuntary petition against the partner. In re Lamb, 10 C.B.C.2d 1298 (B.Ct., E.D. Tenn. 1984).

References

4 *Collier on Bankruptcy* Ch. 723 (15th ed. 1986).

3 *Collier Bankruptcy Manual* Ch. 723 (3d ed. 1986).

1 *Collier Bankruptcy Practice Guide* Ch. 5 (1986).

Keen, *Problems of the Individual Arising From Bankruptcy and Insolvency: As Stockholder, Officer, Partner and Individual*, 36 N.Y.U. Inst. on Fed. Tax. 383 (1978).

SECTION 724 (11 U.S.C. §724)

§ 724. Treatment of certain liens.

(a) The trustee may avoid a lien that secures a claim of a kind specified in section 726(a)(4) of this title.

(b) Property in which the estate has an interest and that is subject to a lien that is not avoidable under this title and that secures an allowed claim for a tax, or proceeds of such property, shall be distributed—

(1) first, to any holder of an allowed claim secured by a lien on such property that is not avoidable under this title and that is senior to such tax lien;

(2) second, to any holder of a claim of a kind specified in section 507(a)(1), 507(a)(2), 507(a)(3), 507(a)(4),

[*House Report No. 95-595, 95th Cong., 1st Sess. 382-383 (1977); Senate Report No. 95-989, 95th Cong., 2d Sess. 96 (1978).*]

Section 725 of the House amendment adopts the substance contained in both the House bill and Senate amendment but transfers an administrative function to the trustee in accordance with the general thrust of this legislation to separate the administrative and the judicial functions where appropriate.

[*124 Cong. Rec. H 11,098 (Sept. 28, 1978); S 17,415 (Oct. 6, 1978).*]

Comment

The House and Senate Reports refer to a determination by the court of appropriate disposition of property in which the estate and another entity have an interest as, for example, property subject to a lien or co-owned by the estate and another entity. But the section as finally enacted transfers this administrative function to the trustee, thus following the policy of the Code to separate judicial and administrative functions where appropriate. Dispositon of property in which both the estate and another entity have an interest is apparently an administrative act that can be properly performed by the trustee as part of his normal duties.

Bankruptcy Rule 6007 relates to the disposition of property. Subdivision (a) requires the trustee to give notice of a proposed disposition of property to all creditors, indenture trustees and committees. A part in interest may serve and file an objection within 15 days of the mailing of the notice, or within the time fixed by the court. Subdivision (b) permits a party in interest to serve and file a motion requiring the trustee to abandon property of the estate. Subdivision (c) provides that if timely objection under subdivision (a) is made, the court shall set a hearing on notice to persons as directed by the court.

Bankruptcy Rule 7001(3) provides that a proceeding to obtain approval under section 363(h) for the sale of both the interest of the estate and of a codebtor in property is an adversary proceeding governed by the Part VII rules.

[illegible] **Amendments**: Section 725 was clarified by insertion of the words "of property of the estate."

References

4 *Collier on Bankruptcy* Ch. 725 (15th ed. 1986).

3 *Collier Bankruptcy Manual* Ch. 725 (3d ed. 1986).

Michlovitz, *Stay Afloat Without "Straight" Bankruptcy*, 5 Fam. Advoc. 10 (1983).

Riesenfeld, *Who Owns What Under Chapter 7*, 5 Fam. Advoc. 28 (1983).

SECTION 726 (11 U.S.C. §726)

§ 726. Distribution of property of the estate.

(a) Except as provided in section 510 of this title, property of the estate shall be distributed—

(1) first, in payment of claims of the kind specified in, and in the order specified in, section 507 of this title;

(2) second, in payment of any allowed unsecured claim, other than a claim of a kind specified in paragraph (1), (3), or (4) of this subsection, proof of which is—

(A) timely filed under section 501(a) of this title;

(B) timely filed under section 501(b) or 501(c) of this title; or

(C) tardily filed under section 501(a) of this title, if—

(i) the creditor that holds such claim did not have notice or actual knowledge of the case in time for timely filing of a proof of such claim under section 501(a) of this title; and

(ii) proof of such claim is filed in time to permit payment of such claim;

(3) third, in payment of any allowed unsecured claim proof of which is tardily filed under section 501(a) of this title, other than a claim of the kind specified in paragraph (2)(C) of this subsection;

(4) fourth, in payment of any allowed claim, whether secured or unsecured, for any fine, penalty, or forfeiture, or for multiple, exemplary, or punitive damages, arising before the earlier of the order for relief or the appointment of a trustee, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the holder of such claim;

(5) fifth, in payment of interest at the legal rate from the date of the filing of the petition, on any claim paid under paragraph (1), (2), (3), or (4) of this subsection; and

(6) sixth, to the debtor.

(b) Payment on claims of a kind specified in paragraph (1), (2), (3), (4), (5), (6) or (7) of section 507(a) of this title, or in paragraph (2), (3), (4), or (5) of subsection (a) of this section, shall be made pro rata among claims of the kind specified in each such particular paragraph, except that in a case that has been converted to this chapter under section 1112[,] [*sic*] 1208, or 1307 of this title, a claim allowed under section 503(b) of this title incurred under this chapter after such conversion has priority over a claim allowed under section 503(b) of this title incurred under any other chapter of this title or under this chapter before such conversion and over any expenses of a custodian superseded under section 543 of this title.

(c) Notwithstanding subsections (a) and (b) of this section, if there is property of the kind specified in section 541(a)(2) of this title, or proceeds of such property, in the estate, such property or proceeds shall be segregated from other property of the estate, and such property or proceeds and other property of the estate shall be distributed as follows:

(1) Claims allowed under section 503 of this title shall be paid either from property of the kind specified in section 541(a)(2) of this title, or from other property of the estate, as the interest of justice requires.

(2) Allowed claims, other than claims allowed under section 503 of this title, shall be paid in the order specified in subsection (a) of this section, and, with respect to claims of a kind specified in a particular paragraph of section 507(a) of this title or subsection (a) of this section, in the following order and manner:

(A) First, community claims against the debtor or the debtor's spouse shall be paid from property of the kind specified in section 541(a)(2) of this title, except to the extent that such property is solely liable for debts of the debtor.

(B) Second, to the extent that community claims against the debtor are not paid under subparagraph (A) of this paragraph, such community claims shall be paid from property of the kind specified in section 541 (a)(2) of this title that is solely liable for debts of the debtor.

(C) Third, to the extent that all claims against the debtor including community claims against the debtor are not paid under subparagraph (A) or (B) of this paragraph such claims shall be paid from property of the estate other than property of the kind specified in section 541(a)(2) of this title.

(D) Fourth, to the extent that community claims against the debtor or the debtor's spouse are not paid under subparagraph (A), (B), or (C) of this paragraph, such claims shall be paid from all remaining property of the estate.

Legislative History

This section is the general distribution section for liquidation cases. It dictates the order in which distribution of property of the estate, which has usually been reduced to money by the trustee under the requirements of section 704(1).

First, property is distributed among priority claimants, as determined by section 507, and in the order prescribed by section 507. Second, distribution is to general unsecured creditors. This class excludes priority creditors and the two classes of subordinated creditors specified below. The provision is written to permit distribution to creditors that tardily file claims if their tardiness was due to lack of notice or knowledge of the case. Though it is in the interest of the estate to encourage timely filing, when tardy filing is not the result of a failure to act by the creditor, the normal subordination penalty should not apply. Third distribution is to general unsecured creditors who tardily file. Fourth distribution is to holders of fine, penalty, forfeiture, or multiple, punitive, or exemplary damage claims. These claims are disallowed entirely under present law. They are simply subordinated here. Paragraph (4), in combination with paragraph (2), will require that claims for fines, penalties, and damages be divided into the portion that is in compensation for actual pecuniary loss and the portion that is not. Distribution under the two paragraphs will be made accordingly. Fifth distribution is in payment of interest at the legal rate from the date of the filing of the petition on claims paid under the previous four paragraphs. Any surplus is paid to the debtor.

[*House Report No. 95–595, 95th Cong., 1st Sess. 383 (1977).*]

This section is the general distribution section for liquidation cases. It dictates the order in which distribution of property of the estate, which has usually been reduced to money by the trustee under the requirements of section 704(1).

First, property is distributed among priority claimants, as determined by section 507, and in the order prescribed by section 507. Second, distribution is to general unsecured creditors. This class

Sullivan, *Reply: Limiting Access to Bankruptcy Discharge*, 1984 Wis. L. Rev. 1069.

Sullivan, Warren and Westbrook, *Rejoinder: Limiting Access to Bankruptcy Discharge*, 1984 Wis. L. Rev. 1087.

Trost, *The Discharge in the Bankruptcy Code*, 25 Prac. Law 51 (1979).

SECTION 728 (11 U.S.C. § 728)

§ 728. Special tax provisions.

(a) For the purposes of any State or local law imposing a tax on or measured by income, the taxable period of a debtor that is an individual shall terminate on the date of the order for relief under this chapter, unless the case was converted under section 1112 or 1208 of this title.

(b) Notwithstanding any State or local law imposing a tax on or measured by income, the trustee shall make tax returns of income for the estate of an individual debtor in a case under this chapter or for a debtor that is a corporation in a case under this chapter only if such estate or corporation has net taxable income for the entire period after the order for relief under this chapter during which the case is pending. If such entity has such income, or if the debtor is a partnership, then the trustee shall make and file a return of income for each taxable period during which the case was pending after the order for relief under this chapter.

(c) If there are pending a case under this chapter concerning a partnership and a case under this chapter concerning a partner in such partnership, a governmental unit's claim for any unpaid liability of such partner for a State or local tax on or measured by income, to the extent that such liability arose from the inclusion in such partner's taxable income of earnings of such partnership that were not withdrawn by such partner, is a claim only against such partnership.

(d) Notwithstanding section 541 of this title, if there are pending a case under this chapter concerning a partnership and a case under this chapter concerning a partner in such partnership, then any State or local tax refund or reduction of tax of such partner that would have otherwise been property of the estate of such partner under section 541 of this title—

(1) is property of the estate of such partnership to the extent that such tax refund or reduction of tax is fairly apportionable to losses sustained by such partnership and not reimbursed by such partner; and

(2) is otherwise property of the estate of such partner.

Legislative History

Section 728 of title 11 contains four subsections which embody special tax provisions that apply in a case under chapter 7. Subsection (a) terminates the taxable year of an individual debtor on the date of the order for relief under chapter 7 of title 11. The date of termination of the individual's taxable year is the date on which the estate first becomes a separate taxable entity. If the case was originally filed under chapter 11 of title 11, then the estate would have been made a separate taxable entity on the date of the order for relief under that chapter. In the rare case of a multiple conversion, then the date of the order for relief under the first chapter under which the estate was a separate taxable entity is controlling.

Subsection (b) permits the trustee of the estate of an individual debtor or a corporation in a case under chapter 7 of title 11 to make a tax return only if the estate or corporation has net taxable income for the entire case. If the estate or corporation has net taxable income at the close of the case, then the trustee files an income tax return for each tax year during which the case was pending. The trustee of a partnership debtor must always file returns for each such taxable period.

Subsection (c) sets forth a marshalling rule pertaining to tax claims against a partner and a partnership in a case under chapter 7 of title 11. To the extent that the income tax liability arose from the inclusion of undistributed earnings in the partner's taxable income, the court is required to disallow the tax claim against the partner's estate and to allow such claim against the partnership estate. No burden is placed on the taxing authority; the taxing authority should file a complete proof of claim in each case and the court will execute the marshalling. If the partnerships' assets are insufficient to satisfy partnership creditors in full, then section 723(c) of title 11 will apply, notwithstanding this subsection, to allow any unsatisfied tax claims to be asserted by the partnership trustee against the estate of the partner. The marshalling rule under this subsection applies only for purposes of allowance and distribution. Thus the tax claim may be nondischargeable with respect to an individual partner.

Subsection (d) requires the court to apportion any tax refund or reduction of tax between the estate of a partner and the estate of his partnership. The standard of apportionment entitles the partnership estate to receive that part of the tax refund or reduction that is attributable to losses sustained by the partnership that were deducted by the partner but for which the partner never reimbursed the partnership. The partner's estate receives any part not allocated

January 24, 1987

Mr. John Hilts, Attorney
1605 East Barnett Road
Medford, Oregon 97504-8284

Dear John:

We are enclosing four documents we feel are relative to the settlement between ourselves and Farmers Co-op.

The first document we refer to is "Notice of Demand to Pay Judgment". As you will notice we are given ten days to pay $1,756,619.40. You have sent us a copy of your letter to Dunbar Carpenter asking about the release of this judgment upon settlement. If negotiations are in progress why has this demand been made? In addition how can they demand this amount? We have never received any accounting of the monies repaid or taken by the Oregon Bank. Months before the Oregon Bank locked us out they were taking as much as 100% of all our receivables at one time. In September 1982 the Oregon Bank and the courts approved Aurora Capital to take the business over. We no longer had any control of mail or monies received. The Oregon Bank did take what they defined as their receivables. Aurora Capital pulled out to be replaced by Aurora Pacific (not related) which was also approved by the Oregon Bank and the courts. The Oregon Bank continued taking receivables. Thier monies were taken first through the accountant who was receiving all mail. Never have we received any accounting of monies collected or the amount earned after they auctioned off all the equipment and inventory yet the amount of the judgment only increases, in addition Walter H. Anderegg has completed personal bankruptcy but is still shown as defendent.

The second document is a letter from the Department of Justice concerning sewer relocation and the cost of installation which they maintain we are responsible for. All operation at the plant ceased February 7, 1983 when the Oregon Bank literally locked the doors and disbursed $3,000,000 plus worth of business. The dates any notices were sent went to them and they were in control of the building. Until this letter came to the Walter H. Anderegg residence we knew nothing of it.

The third and fourth documents are from the State of Oregon, Employment Division showing payroll withholding and penalties still due. This is the first time we have ever received these figures. In addition there must be Federal Tax due as well. The first notice for $10,442.70 was for the time span the Oregon Bank took 60% - 100% of our receivables leaving us in a position which made the taxes impossible to pay. The second notice is for the time the Oregon Bank was in control and we were informed by attorneys they were ordered by the court to pay these specific taxes and the related payroll. Obviously it was not done.

These documents make it clear the settlement with Farmers Co-op appears to be of no value. The figure the Oregon Bank demands continues to esculate, no other creditors are being accommodated in any way and we continue to be pressured and harassed to near beyond human limits by the Oregon Bank attorneys. In accordance with the proposed settlement agreement we have no choice but to object to that settlement unless the judgment is released. No purpose appears to be served except the paying of legal fees.

John we are anxious to hear your thoughts. You have always dealt with us openly and fairly. In fact you are probably the only attorney of many who has.

Sincerely,

Robert H. Anderegg

Robert H. Anderegg

enc: 4

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

THE OREGON BANK, an Oregon banking corporation, Plaintiff, vs. WALTER H. ANDEREGG, et al, Defendants.	)	NO. A8306-03470 NOTICE OF DEMAND TO PAY JUDGMENT

TO: WALTER B. ANDEREGG, 1000 S. Holladay, Seaside, Oregon.

DEMAND IS HEREBY MADE upon you pursuant to Oregon Revised Statutes, Section 23.710(1), for payment within ten days of your receipt of this notice that certain judgment entered in favor of plaintiff against you in the above Court.

Payment may be made through the Court, to the undersigned attorney, or at plaintiff's offices.

PLEASE TAKE NOTICE that your failure to pay the judgment as demanded may result in further Court proceedings.

Payment is due as follows: judgment in the amount of $1,167,619.30, plus interest thereon at the per diem rate of $427.04 from April 11, 1983 until paid, and for plaintiff's accruing costs in the amount of of $112.

TOTAL NOW DUE: $1,756,619.40.

DATED this 20th day of January, 1987.

TONKON, TORP, GALEN, MARMADUKE & BOOTH

By Bertrand J. Close

Bertrand J. Close, OSB No. 52012
Of Attorneys for Plaintiff

STATE OF OREGON

EMPLOYMENT DIVISION
DEPARTMENT OF HUMAN RESOURCES
875 UNION STREET, N.E. - SALEM, OREGON 97311
THIS IS A STATEMENT OF YOUR ACCOUNT WITH THE ABOVE DIVISION

THIS STATEMENT IS BASED ON REPORTS AND PAYMENTS PROCESSED ON OR BEFORE → 12-31-86

OFFICE USE ONLY			
QTR. / YR.	TR. MO.		INT. CODE

ANDEREGG, WALTER H. &
SONS
WALTER H. ANDEREGG, ET AL, DBA
8440 NE HALSEY
PORTLAND OR 97220

AMOUNT OF REMITTANCE	$

256-5682 330499 51 51

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

PERIOD		CODE	TAX DUE	INTEREST DUE	OTHER		TOTAL DUE
QTR.	YEAR				COURT COST	PENALTY	
3	83		2,175.61	1,272.73			
3	83		.00			P 217.56	
TOTALS —			2,175.61	1,272.73		217.56	3,665.90

RETAIN THIS PART FOR YOUR RECORD

FIRM NUMBER
330499

PAY THIS AMOUNT

MAKE CHECKS PAYABLE TO EMPLOYMENT DIVISION.

IMPORTANT NOTICE

C = COURT COSTS
L = LATE FILING PENALTY
P = TEN PERCENT PENALTY
W = WEEKS OF WORK PENALTY

PAYMENTS MADE AFTER THE PROCESSED DATE ARE NOT REFLECTED ON THIS STATEMEN

INTEREST IS COMPUTED TO 01-31-87 . IF PAYMENT IS MADE AFTER THIS DAT

ADD 32.63 INTEREST FOR EACH MONTH AFTER TO THE TOTAL DU

STATE OF OREGON • EMPLOYMENT DIVISION • DEPARTMENT OF HUMAN RESOURCES

FORM 17 (6-86)

STATE OF OREGON
EMPLOYMENT DIVISION
DEPARTMENT OF HUMAN RESOURCES
875 UNION STREET, N.E. - SALEM, OREGON 97311

THIS IS A STATEMENT OF YOUR ACCOUNT WITH THE ABOVE DIVISION

THIS STATEMENT IS BASED ON REPORTS AND PAYMENTS PROCESSED ON OR BEFORE → 12-31-86

OFFICE USE ONLY			
QTR. / YR.	TR. MO.		INT. CODE

MADDOX DAIRY, INC.
8440 NE HALSEY
PORTLAND OR 97220

AMOUNT OF REMITTANCE	$

256-5682 318992 51 51

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

PERIOD		CODE	TAX DUE	INTEREST DUE	OTHER		TOTAL DUE
QTR.	YEAR				COURT COST	PENALTY	
4	82	B	2,302.23	1,657.61			
4	82	B	.00			P 230.22	
8	88	B	.00		11.25	.00	
1	83	B	3,174.47	2,142.77			
8	88	B	.00		11.25	.00	
2	83		560.06	352.84			
TOTALS —			6,036.76	4,153.22	22.50	230.22	10,442.70

RETAIN THIS PART
FOR YOUR RECORD

FIRM NUMBER
318992

PAY THIS AMOUNT

MAKE CHECKS PAYABLE TO EMPLOYMENT DIVISION.

IMPORTANT NOTICE

= COURT COSTS
= LATE FILING PENALTY
= TEN PERCENT PENALTY
= WEEKS OF WORK PENALTY

PAYMENTS MADE AFTER THE PROCESSED DATE ARE NOT REFLECTED ON THIS STATEMEN

INTEREST IS COMPUTED TO 01-31-87 . IF PAYMENT IS MADE AFTER THIS DAT

ADD 90.55 INTEREST FOR EACH MONTH AFTER TO THE TOTAL DU

STATE OF OREGON • EMPLOYMENT DIVISION • DEPARTMENT OF HUMAN RESOURCES

FORM 17 (6-86)

DAVE FROHNMAYER
ATTORNEY GENERAL

WILLIAM F. GARY
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
GENERAL COUNSEL DIVISION
Justice Building
Salem, Oregon 97310
Telephone: (503) 378-4620

December 15, 1986

Walter Anderegg, dba
Meadowland Dairy
3531 SE 164th
Portland, OR 97236

Re: Highway Division Sewer Relocation

Dear Mr. Anderegg:

You were informed of the need to relocate your sewer pipe in March 1983. This sewer pipe was installed under a revocable permit from the State of Oregon which required you to relocate the sewer pipe upon state request or pay the state for the cost of relocation. The sewer pipe was relocated at a cost of $19,122.78. You have continued to use the sewer since the relocation. You were requested in November of 1985 and again in January of 1986, to pay this amount.

Your recent bankruptcy does not discharge your obligation under this revocable permit because you still retain the benefits of the sewer pipe. Therefore, the State can either collect the money through litigation, or they can revoke the permit and remove the sewer line.

We must have your payment for the sewer relocation on or before Wednesday, December 31, 1986; otherwise, the State will proceed with one or both of the above-mentioned actions.

Your cooperation will be appreciated. If you have any questions, please do not hesitate to call.

Sincerely,

Wendy Robinson

Wendy Robinson
Assistant Attorney General

WR:csfl#B/jjMea.1
cc: Jack Sollis
Jack Cartwright

75 TH

December 15, 1986

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Meadowland Dairy
3531 SE 164th
Portland, OR 97236

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Sincerely,

Wendy Robinson
Assistant Attorney General

WR:csfl#B/jjMea.1
cc: Jack Sollis
Jack Cartwright

12/10/86

contact person
Jack Cartwright in Hwy. Div.
8-6511

Ch. 374

Hwy. Div. can adopt Rules OAR 734 Div. ~~50~~ 55

permit for any facilities placed on state R/W

if relocated Meadowland pays

in Ch. ~~13~~ 7 during relocation

debt not dischg'd. in bankruptcy b/c benefits retained

Collections Div. - Marcia Lance Bump re. forms

374.315 - all construction under permits issued by DOT at applicant's expense

~~734-50-020 (1) "The entire expense of constructing the facility shall b borne by the applicant."~~

734-55-020(1) "The entire cost of locating, constructing, installing, maintaining, repairing, operating or using the facility; . . . + of any other expense whatsoever incident to the facilities or operations authorized by the permit shall b pd. by Applicant."

734-55-010(7) "Facility means pole line, buried cable, pipe line, sign or misc. facilities.."

(13) "Pipe line means any + all pipe lines, hydrants, valve boxes, manholes, conduit, +/or related fixtures authorized in the permit."

734-55-045(1) "The permit is issued pursuant to the law of the State of OR w/h authorizes the Commn. to subsequently require Applicant to remove, relocate or repair the facility covered by the permit at the sole cost of Applicant."

(5) "Shd. Applicant fail to remove, relocate or repair the facility as provided . . . the Dist. Engineer may remove, relocate, or repair same + submit a statement of total costs for this work to applicant. Applicant upon receiving said statement will immediately, or w/in a period of time agreed upon btwn. Applicant + Engineer, pay to the Division the full amt. of said removal, relocation or repair costs.

734-55-060 (1) "Unless otherwise provided in the Special Provision, the permit shall b in effect for an indefinite period of time from + after the date issued, unless ... the Applicant to w/h the permit is issued ceases operation.

(3) The permit + the privileges granted + the obligations of Applicant created thereby shall b binding upon the successors + assigns of Applicant.

jc

U. S. DEPARTMENT OF TRANSPOR[illegible]TION
FEDERAL HIGHWAY ADMINIST[illegible]ATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-68(6)

2. STATE PROJECT NO. See Below

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10030

2A. COUNTY NAME Multnomah

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE November 10, 1986

8. FEDERAL ROUTE NUMBER FAP 68

9. STATE ROUTE NUMBER 2

10. GENERAL LOCATION:
N. E. 39th Ave. - N. E. 87th Ave.

11. GENERAL DESCRIPTION OF WORK
Defend against litigation complaint # A8608-05238

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON AN XXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the request in Mr. Fredrickson's letter of 11/4/86 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 26 is approved to a TEC of $50,000; Federal Funds $42,500.

RECEIVED
STATE HWY ENGR
NOV 20 '86
REFER TO Potter
FOR
Info | Invest | R/D | D/R | Sign | Act | File

Orig to
11/20

14. DATE 11/16/86

15. SIGNATURE OF APPROVING OFFICIAL G. K. [illegible]

16. TITLE For Division Administrator

FORM PR-1240 PREVIOUS EDITIONS MAY BE USED
(Rev. 12-79)

9594

STATE OF OREGON
Highway Construction
378-6318

INTEROFFICE MEMO
FILE: CON 5

TO: Al Harwood
Ken Husby
Bob Aldrich

DATE: October 17, 1986

FROM: Gerald Wimer Jerry
Construction Operations Engineer

SUBJECT: Expedited Reviews
Contract Nos. 9513, 9594, 9615, 9860
and 9939

FHWA District Engineer, Glenn Hossner, on Tuesday, October 7, requested this office expedite review and resolution of the following items:

CONTRACTS	SECTIONS	ITEMS
9513	NE Union Ave.-NE 39th Ave.	Smoothness
9594	NE 39th Ave.-NE 87th Ave.	Smoothness
9615	North-South Tigard Intch.	Smoothness/Thickness
9860	N. Albany Intch.-Corvallis/ Lebanon Intch.	Thickness
9939	Goshen-Cottage Grove (NB Lanes)	Random Centerline Cracking

These projects are still in your respective offices. Anything you can do to expedite resolution of these items would be appreciated.

GW:mk

cc: W. E. Schwartz
Bill Quinn
Glenn Hossner

10141m

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
OCT 17 '86
REFER TO
FOR
Info Leave R/W D/R Sign Act File

81-123-1387

DAVE FROHNMAYER
ATTORNEY GENERAL

WILLIAM F. GARY
DEPUTY ATTORNEY GENERAL

1859

DEPARTMENT OF JUSTICE
TRIAL DIVISION
Justice Building
Salem, Oregon 97310
Telephone: (503) 378-6313

September 29, 1986

NOTED
V. E. SCHWART

Fred Miller, Director
Department of Transportation
135 Transportation Building
Salem, OR 97310

Re: S.J. Groves v. State of Oregon

Dear Mr. Miller:

This is to inform you that the above entitled matter has been filed in Multnomah County Circuit Court. Named defendants include State of Oregon, by and through Department of Transportation, Highway Commission. This matter concerns construction of the Banfield Freeway light rail corridor, 39th to 87th Streets in Portland.

I have assigned this case to Trial Attorney William F. Cloran, who will keep you apprised of significant developments in the case.

Sincerely,

John R McCulloch Jr.

John R. McCulloch, Jr.
Chief Counsel, Trial Division

JRM/na-2

Cy Fredrickson
10/8
fyi

RECEIVED
STATE HWY ENGR
OCT -1 '86
REFER TO
Pat
FOR
Inf. Inv. R/D D/R Sign Act File

RECEIVED
DOT DIRECTOR
OCT 01 '86
REFER TO
Ruller
FOR
Info Invest R/D D/R Sign Act File

9594

N

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

DATE: September 26, 1986

In Reply Refer to File No.:
CON 5
9594

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

Bruce M. Walton

FROM: for C. O. Fredrickson, P.E., P.L.S.
Construction Engineer

SUBJECT: Request Contract Acceptance
Federal-aid Project No. IX-68(6)

Contract 9594, Work Completed May 20, 1986

Project N.E. 39th Avenue-N.E. 87th Avenue

Highway Columbia River

County Multnomah

We request that your office return a signed copy of this letter indicating acceptance or list conditions which would prevent your final acceptance of the contract work.

Acceptance Date 8/5/86

for Dale E. Wilken
Division Administrator

BMW:mk

cc: L. Rulien
C. O. Fredrickson
Richard Kuehn
B. M. Walton

CPC/FL4

RECEIVED
STATE HWY ENGR
FEB 9'87
REFER TO
FOR
Info | Inves | R/W

NOTED
LARRY RULIEN

RECEIVED
SEP 29 1986
OREGON DIVISION

CL 1986-0289

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

September 24, 1986

IN REPLY REFER TO
FILE NO.: CON 5 - #9594

SAIF Corporation
400 High Street
Salem, OR 97312-1000

Attention: Lester R. Huntsinger
Attorney at Law

FILED
SEP 26 1986
BARBARA ROBERTS
SECRETARY OF STATE

We have received your letter dated September 18, 1986, with attached Notice of Claim, against the following Highway Division contract:

FILED BY:	SAIF Corporation
AMOUNT:	$190,514.13
FOR:	Workers' compensation insurance premiums, interest, & penalties for a period of 10-1-83 through 9-30-86.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Section, Columbia River Highway, Multnomah County.
SURETIES:	The American Insurance Company and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been settled.

George Bell
Assistant Director

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

The American Insurance Company
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc:Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
SEP 29 1986
COMMISSION [illegible] SERVICES
DEPARTMENT OF TRANSPORTATION

SAIF CORPORATION
400 HIGH STREET S.E
SALEM, OREGON
97312-1000

TELEPHONE (503) 373-8000

saif CORPORATION

September 18, 1986

INSURING COMPANY:
○ SAIF CORPORATION
○ SAIF CORPORATION OF OREGON

The Transportation Commission Services
State Highway Division
Department of Transportation
121 Transportation Building
Salem, OR 97310

ATTENTION: Frances Nevall

RE: Claim of SAIF Corporation against the Bond furnished R. A. Hatch Co.

Enclosed is the Notice of Claim of SAIF Corporation against the Bond of R. A. Hatch Co. provided by American Insurance Company and Industrial Indemnity Insurance Company.

This Notice is being provided pursuant to ORS 279.526.

Very truly yours,

Lester R. Huntsinger

Lester R. Huntsinger
Attorney at Law

LRH:jel

cc: American Insurance Company
Industrial Indemnity Insurance Company
R. A. Hatch Co.

RECEIVED
SEP 19 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

To: State Highway Division
Department of Transportation

Notice is hereby given that the State Accident Insurance Fund Corporation has a claim for workers' compensation insurance premiums, interest, and penalties against R. A. Hatch Co. for the period October 1, 1983 through September 30, 1986 in the sum of $190,514.13 against the bond taken from American Insurance Company and Industrial Indemnity Insurance Company for the work on contract number 9594, Banfield Transit Way, Section of Columbia River Highway, N.E. 39th Avenue through N. E. 87th Avenue, Portland, Multnomah County, Oregon.

Dated this 18th day of September, 1986.

Hal Wineland
Credit Manager
State Accident Insurance Fund Corporation
400 High Street S.E.
Salem, OR 97312

RECEIVED
SEP 19 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

#9594

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

R. A. HATCH CO., an Oregon corporation, Plaintiff, v. STATE OF OREGON, by and through the TRANSPORTATION COMMISSION, Defendant.	)	No. A8608-05238 AFFIDAVIT OF FRAN NEAVOLL

STATE OF OREGON)
) ss
County of Marion)

The affiant being duly sworn deposes and says:

I, Fran Neavoll, am Administrative Assistant for Commission Services for the Transportation Commission of the State of Oregon. The Commission is a public body created by ORS 184.612 which has its offices located in the city of Salem, Marion County, Oregon.

Contracts for the performance of work upon the highways of the state, including contract No. 9594 for work upon the Banfield Freeway between 39th Avenue and 87th Avenue, are awarded in the name of the Commission upon bids received by the Highway Division in the city of Salem. Notices of award are sent from Salem and contract documents signed by the contractor are sent with bonds to Salem for the Commission's approval and the signature by the State Highway Engineer.

///

Payments upon this contract and others are computed and issued by the Highway Division in Salem on the basis of estimates and vouchers returned from the field.

Records on file with the Commission show that payments upon this contract No. 9594 due and payable at Salem, Oregon were picked up by employes of the company from the Highway Division Accounting Control Office in Salem, Marion County, Oregon.

The affiant says no more.

Fran Neavoll
FRAN NEAVOLL

Subscribed and sworn to before me this 19 day of September, 1986.

Violetta R. Osborne
Notary Public for Oregon
My Commission Expires: 1/30/86

DAVE FROHNMAYER
ATTORNEY GENERAL

WILLIAM F. GARY
DEPUTY ATTORNEY GENERAL

1859

DEPARTMENT OF JUSTICE
TRIAL DIVISION
Justice Building
Salem, Oregon 97310
Telephone: (503) 378-6313

RECEIVED
SEP 23 1986
LEGAL

September 19, 1986

Fred Miller, Director
Department of Transportation
135 Transportation Building
Salem, Oregon 97310

Re: R. A. Hatch Co. v. State
Multnomah County Circuit Court No. A8608-05238

Dear Mr. Miller:

This is to inform you that the above entitled matter has been filed in Multnomah Court. Named defendants include the State of Oregon by and through its Department of Transportation, Highway Division. This matter concerns fifteen claims of breach of contract on the Banfield highway widening project.

I have assigned this case to Trial Attorney William F. Cloran, who will keep you apprised of significant developments in the case.

Sincerely,

John R. McCulloch, Jr.
Chief Counsel, Trial Division

JRM/jep

cc: O. B. Jackmond

Cy 2
WES
[illegible]
9-2[illegible]

RECEIVED
DOT DIRECTOR
SEP 22 '86
REFER TO
Sollis
FOR

Info	Inves	R/D	D/R	Sign	Act	File

cy - Rulien

August 29, 1986

CON

Iva H. Reed
8314 NE Wasco Street
Portland, OR 97220

This is in response to a recent letter requesting compensation for alleged damages to your property as a result of reconstruction of the Banfield freeway.

In our letter dated June 10, 1985, we indicated several improvements would be made which should mitigate your problems. These improvements are on the way. The sound wall promised, along with two other sound walls and landscaping, is scheduled to go to contract in early 1987. We would expect the sound wall at 82nd to be completed by next summer. The geometry of the cul-de-sac will be changed and the wall will be positioned to give you additional room to maneuver and provide clearances for opening car doors. Moving the wall farther out onto our right-of-way will, as indicated in our earlier letter, leave a strip of land which we will not be able to maintain. Typically, in situations like this where we set the wall back from the property line, the maintenance of that strip is then handled by the adjacent property owner. I feel that with the changes in geometry of the cul-de-sac and construction of the wall, the problems you cite will have been addressed.

Larry Rulien
State Highway Engineer

cc Rick Kuehn

ACH:Cms sl

July 15, 1986

Fred D. Miller
Director of Transportation
Transportation Building
Salem, Oregon 97310

Dear Sir

Reference is made to your letter of June 10, 1985 by George H. Bell.

It appears that work is nearing completion on the Banfield - light rail project. The problems I cited in my letter of May 1985 have not been alleviated. Only the left turn from 82nd Avenue to N. E. Wasco street has been restored.

Since that time, a cyclone fence has been installed along my easterly property line which severely restricts vehicle door opening and makes it difficult to enter or leave the vehicle.

Until recently, the vegatative growth of weeds went unmowed and even now, the growth adjacent to the fence is untended. It is not possible to control this from my side of the fence and I have no access to the right-of-way side of the fence to cut it..

The sound barrier along the freeway ramp referred to in your letter has not been constructed nor is there any indication the cul-de-sac configuration is going to be improved.

Due to the noise problem, the cul-de-sac restriction of driveway access and the fence clearance, I believe I have received considerable damage to my property value.

I again ask that consideration be given to compensate me for this damage.

Iva H. Reed

Iva H. Reed
8314 N. E. Wasco St.
Portland, Oregon 97220

RECEIVED
STATE HWY ENGR
JUL 21 '86
REFER TO
Kuenne
FOR

Info	Inv	R/D	D/R	Sign	Act	File
		X				

RECEIVED
DOT DIRECTOR
JUL 18 '86
REFER TO
[illegible]
FOR

Info	Inv	R/D	D/R	Sign	Act	File
			X			

jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-68(6)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10030

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE May 6, 1983

8. FEDERAL ROUTE NUMBER Primary 68

9. STATE ROUTE NUMBER Primary 2

10. GENERAL LOCATION:
N. E. 39th Avenue - N. E. 87th Avenue

11. GENERAL DESCRIPTION OF WORK
Bus school children due to the closing of structures earlier than anticipated.

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 5/6/83 as requested in Mr. Fredrickson's letter of 7/21/86 as being cost effective for the use of City of Portland School District #1 forces to proceed with the above work.

State Force Order No. 9 Supp. is approved to a TEC of $5,044; Federal Funds $4,287.

RECEIVED
STATE HWY ENGR
JUL 28 '86
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

14. DATE 7/25/86

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

July 16, 1986

CON 5 - #9621, 9513, 9594

Furrer & Scott
Law Offices
P.O. Box 23414
Tigard, OR 97223

Attention: Marcia L. Jory

Thank you for your letter of July 11, 1986, advising us that your client, Star Rentals, Inc., has received payment in full for its claims which were previously filed on Contract Nos. 9621, 9513, and 9594.

This appears to be in reference to the claim in the amount of $5,011.17 against the following three contracts:

> Contract No. 9621 with S. J. Groves & Sons Company for the S. Banfield Interchange-S.E. Washington Street Section of the East Portland Freeway in Multnomah County.
>
> Contract No. 9513 with S. J. Groves & Sons Company for the N.E. Union Avenue-N.E. 39th Avenue (Banfield Light Rail) Section of the Columbia River Highway in Multnomah County.
>
> Contract No. 9594 with R. A. Hatch Co. for work on the N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Project, Columbia River Highway, Multnomah County.

This information will be noted in our records and we will advise the sureties, contractors, and agent.

George Bell
Assistant Director

cc: The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

S. J. Groves & Sons Company
2255 116th Avenue N.E.
Bellevue, WA 98004

R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State: Claim filed 9-30-85; CL 1985-0167

bbc: Bryant Jackmond

FKN:cc

NOTED ON CARD
7-16-86

LAW OFFICES
FURRER & SCOTT
9185 S.W. BURNHAM STREET
POST OFFICE BOX 23414
TIGARD, OREGON 97223-6105

Patrick J. Furrer
Michael J. Scott
Marcia L. Jory

Area Code 503
Telephone 620-4540

July 11, 1986

Robert W. Gormsen
Commission Services
Department of Transportation
Transportation Building
Salem, Oregon 97310

Re: Your File No. CON 5 9594, 9621, and 9513

Dear Mr. Gormsen:

This letter is to advise you that my client, Star Rentals, Inc. has received payment in full of its claim which was previously filed through your office on the above-referenced contracts. Accordingly, I am closing my client's file with respect to its claim for equipment rented to Hopsing Construction and no further action will be taken. I would appreciate your reflecting this fact in your files so that yours will also reflect that my client has received payment in full.

If you have any questions, please give me a call.

Very truly yours,

MLJory

Marcia L. Jory

MLJ/b
cc: Star Rentals, Inc.

RECEIVED
JUL 14 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1986-0246

1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
JUL 15 1986
BARBARA ROBERTS
SECRETARY OF STATE

July 14, 1986

IN REPLY REFER TO
FILE NO.: CON 5 - #9594

United Steel Inc.
618 NE 118th Avenue
Vancouver, WA 98684

Attention: Dianna G. Jones
Contract Administrator

We have received your letter of July 3, 1986, filing a claim against the following Highway Division contract.

FILED BY: United Steel Inc.

AMOUNT: $12,784.72

FOR: Labor and materials

AGAINST (PRIME CONTRACTOR): R. A. Hatch Co.

CONTRACT NO: 9594

PROJECT: N.E. 39th Avenue N.E. 87th Avenue (Banfield Transitway) Project, Columbia River Highway Multnomah County

SURETIES: The American Insurance Company and Industrial Indemnity Co.

AGENT: Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

RECEIVED
JUL 16 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

George Bell
Assistant Director

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

The American Insurance Company
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

NOTED ON CARD
7-16-86 cc

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

UNITED STEEL INC

Concrete Reinforcing • Post-Tension Cables
Design • Supply • Install

July 3, 1986

Mr. Robert Gornsen
OREGON STATE HIGHWAY DIVISION
Transportation Building, Room #121
Salem, OR 97310

RE: NE 39th Avenue - NE 87th Avenue
Columbiz River Highway
OSHD Contract #9594

Dear Mr. Gormsen:

This letter of complaint is to serve notice that United Steel, Inc. has a claim against R.A. Hatch Company, the General Contractor for the above mentioned project. Our firm was a subcontractor providing materials and labor for bid items #147, #148 and #149, providing materials and labor for post-tensioning and partial reinforcement placing of the NE 43rd Avenue Off-Ramp Overcrossing. Our portion of work was completed in March, 1985, and to-date we have not received outstanding monies as follows: $358.86 remaining on contract for reinforcing iron placed (as per OSHD estimated and quantities) and $12,425.86 retention. United Steel, Inc. has liability to our material supplier, VSL Corporation, for the sum of $6,755.00, included in the retention listed above.

We understand through recent communications with OSHD personnel that a greater percentage of the retention for this project has already been released and the remainder is to be released shortly. We would appreciate your assistance in resolving this matter and recovering all monies due us of $12,784.72.

Very truly yours,

UNITED STEEL INC.

Dianna G. Jones
Contract Administrator

cc: Scott Thompson
VSL Corporation

RECEIVED
JUL 7 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATIO

618 NE 118th Avenue, Vancouver, WA 98684 (206) 254-8359

9594 CL 1986-0182

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
JUL 15 1986
BARBARA ROBERTS
SECRETARY OF STATE

July 14, 1986

IN REPLY REFER TO
FILE NO.: CON 5 - #9594

Morse Bros.
A successor in interest to
Morse Bros. Prestress, Inc.
P.O. Box 7
Lebanon, OR 97355

Attention: R. H. Bellinger
Administrative Vice-President

We have received your Revised Notice of Claim dated June 25, 1986, against the following Highway Division contract:

FILED BY:	Morse Bros. Inc., successor in interest to Morse Bros. Prestress, Inc.
AMOUNT:	$41,410.22
FOR:	Material
AGAINST (PRIME CONTRACTOR):	R. A. Hatch Co.
CONTRACT NO:	9594
PROJECT:	N.E. 39th Avenue N.E. 87th Avenue (Banfield Transitway) Project, Columbia River Highway Multnomah County
SURETIES:	The American Insurance Company and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

NOTED ON CARD
7-16-86 cc

Please advise this office when your claim has been paid.

George Bell
Assistant Director

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

The American Insurance Company
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
JUL 16 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

MORSE BROS.
Corporate Administrative Office

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

June 25, 1986

Secretary of State
136 State Capitol
Salem, Or 97310

Robert W Gormsen
Commission Services
121 Transportation Building
Salem, Or 97310

RE: R. A. Hatch Co
ODOT 9594
NE 39th Ave - NE 87th Ave Section of the Columbia River
Highway in Multnomah Co.

Dear Sirs:

Enclosed is (Revised) Claim on Performance Bond which is being filed by MORSE BROS., INC., successor in interest to Morse Bros. Prestress, Inc., upon the performance bond filed by R.A. Hatch Co. as general contractor of the Oregon State Highway Division, Oregon Department of Transportation, contract no. 9594.

This notice of claim on bond is being filed with your office pursuant to ORS 279.528.

Very truly yours,

MORSE BROS., INC., successor in
interest to Morse Bros. Prestress, Inc.

R. H. Bellinger
Administrative Vice-President

RHB:jlm
Enclosure

cc: R. A. Hatch Co

American Insurance Company
Industrial Indemnity Company

RECEIVED
JUN 27 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

P. O. Box 7 • *Lebanon, OR 97355* • *Phone (503) 451-5141*

MORSE BROS.
Corporate Administrative Office

June 25, 1986

OREGON PUBLIC CONSTRUCTION
NOTICE OF CLAIM

REVISED

"To R.A. Hatch Co., Secretary of State and Robert W. Gormsen, Commission Services:

Notice is hereby given that the undersigned MORSE BROS., INC., successor in interest to Morse Bros. Prestress, Inc., has a claim for precast doublewal, parapets, bulb tees, prestress slabs and box beams supplied by MORSE BROS., INC. to R. A. Hatch Co. for a balance amount owing in the sum of $41,410.22 (Forty-one Thousand Four Hundred Ten and 22/100 Dollars) against the bonds taken from R. A. Hatch Co. and American Insurance Company and Industrial Indemnity Company for the work of N.E. 39th Ave-N.E. 87th Ave Section of the Columbia River Highway in Multnomah Co. for the State of Oregon reference contract no. 9594.

MORSE BROS., INC., successor in
interest to Morse Bros. Prestress, Inc.

By ______________________"
R. H. Bellinger
Administrative Vice-President

---

cc: American Insurance Company
Attn: Fidelity & Surety Dept
PO Box 3825
Portland, Or 97208

Industrial Indemnity Company
Attn: Bond Dept
421 SW 6th Ave
Portland, Or 97204

RECEIVED
JUN 27 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

P. O. Box 7 • Lebanon, OR 97355 • Phone (503) 451-5141

CON 5 - 9594, 9621 & 9513

LAW OFFICES
FURRER & SCOTT
~~9185 S. W. BURNHAM STREET~~
POST OFFICE BOX 23411
TIGARD, OREGON 97223

Attention: Marcia L. Jory

Thank you for your letter of July 11, 1986, advising us that your client, Star Rentals, Inc., has received payment in full ~~of~~ for its claims which were previously filed on Contract Nos. 9621, 9513, and 9594.

This appears to be in reference to the claim in the amount of $5,011.17 against the following three contracts:

> Contract No. 9621 with S. J. Groves & Sons Company for the S. Banfield Interchange-S.E. Washington Street Section of the East Portland Freeway in Multnomah County.
>
> Contract No. 9513 with S. J. Groves & Sons Company for the N.E. Union Avenue-N.E. 39th Avenue (Banfield Light Rail) Section of the Columbia River Highway in Multnomah County.
>
> Contract No. 9594 with R. A. Hatch Co. for work on the N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Project, Columbia River Highway, Multnomah County.

This information will be noted in our records and we will advise the sureties, contractors, and agent.

cc sureties
agent
contractors

bc Sec. of State: Claim filed 9-30-85 CL 1985-0167

bbc Bryant Jackmond

line out all entries on card that mention this claim as well as partial payments are listed on card.

line out this entry too

7-11-86 Letter from Furrer & Scott on behalf of Star Rentals Inc., stating client has received payment in full for its claim against 9594, 9621 and 9513

— ack above letter. cc sureties, agent, contractor, Sec of State + Constr.

/ jc

U. S. DEPARTMENT OF TRANSP[illegible]TATION
FEDERAL HIGHWAY ADMI[illegible]RATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-68(6)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10030

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE May 6, 1986

8. FEDERAL ROUTE NUMBER Primary 68

9. STATE ROUTE NUMBER Primary 2

10. GENERAL LOCATION:
N. E. 39th Avenue - N. E. 87th Avenue

11. GENERAL DESCRIPTION OF WORK
Construct concrete island at the intersection of N. E. 80th & N. E. Halsey

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND/OR~~ FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 5/6/86 as requested in Mr. Fredrickson's letter of 6/25/86 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 25 is approved to a TEC of $1,650; Federal Funds $1,402.

RECEIVED
STATE HWY ENGR
JUL 7 '86
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Orig. to
7/7

14. DATE 7/3/86

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hassner

16. TITLE For Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

jc

U. S. DEPARTMENT OF TRANSP ATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-68(6)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10030

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE May 19, 1986

8. FEDERAL ROUTE NUMBER Primary 68

9. STATE ROUTE NUMBER Primary 2

10. GENERAL LOCATION:
N. E. 39th Ave. - N. E. 87th Ave.

11. GENERAL DESCRIPTION OF WORK
Replace mast arm and reinstall signal heads and signs

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☒ CONSTRUCTION PROCEED ON A XXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
- ☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 5/19/86 as requested in Mr. Fredrickson's letter of 6/20/86 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 24 is approved to a TEC of $3,000; Federal Funds $2,500.

RECEIVED
STATE HWY ENGR
JUL 1 '86
REFER TO Potter
FOR

Info	Invest	R/O	D/R	Sign	Act	File

Orig. to
7/1

14. DATE 6/27/86

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hassner

16. TITLE For Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

FKN:cc June 24, 1986

CON 5 - #9513, 9594, 9855
9854, & 9621

Wood Tatum Mosser Brooke & Landis
Law Offices
1001 Southwest Fifth Avenue
13th Floor
Portland, OR 97204-1129

Attention: Peter Livingston

Thank you for your letter of June 17, 1986, stating that the claim of $12,375.61 has been paid.

This was in connection with Contract No. 9621 with S. J. Groves & Sons Company for work on the South Banfield Interchange-S.E. Washington Street Section of the East Portland Freeway.

You had previously notified us that the following claims had been paid:

Contract No. 9513 with S. J. Groves & Sons Company in amount of $6,975.14

Contract No. 9594 with R. A. Hatch Co. in the amount of $49,443.45

Contract No. 9855 with Railco Multi Construction, Inc., dba Roadway Constructors Corp. & R. A. Hatch, a JV in the amounts of $1,323.44 and $81,113.06

Contract No. 9854 with Roadway Constructors Corp. and R. A. Hatch Co. in the amount of $2,013.18.

This information will be noted in our records and we will advise the surety and the contractor.

Robert W. Gormsen
COMMISSION SERVICES

cc: S. J. Groves & Sons Company
2255 116th Avenue N.E.
Bellevue, WA 98004

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

NOTED ON CARD
6-24-86cc

bc: Secretary of State: Filed CL 1985-0218; 11-29-85
bbc: Bryant Jackmond FKN:cc

LAW OFFICES OF
WOOD TATUM MOSSER BROOKE & LANDIS
FOUNDED 1870
1001 SOUTHWEST FIFTH AVENUE, 13TH FLOOR
PORTLAND, OREGON 97204-1129
TELEPHONE (503) 224-5430

LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
DONALD J. MORGAN
DAVID C. LANDIS
PETER G. VOORHIES
PAUL N. WONACOTT
JOE D. BAILEY
ROBERT I. SANDERS
JEFFREY E. BOLY
JOHN C. MERCER
WILLIAM P. BUREN
JOHN M. COWDEN
CRAIG C. MURPHY
KATHERINE H. O'NEIL
VICKI HOPMAN YATES
PETER LIVINGSTON
KIM JEFFERIES
BARBARA H. THOMPSON

FRED D. FAGG III
COUNSEL

ERSKINE B. WOOD
JOHN G. HOLDEN
OF COUNSEL

ERSKINE WOOD
(1879-1983)

RCA 296522
FAX 503-241-7235

June 17, 1986

Department of Transportation
Transportation Building
Salem, OR 97310

Attn: Robert W. Gormsen
Commission Services

Re: Cascade/Hopsing Construction, Inc.
Our Ref: 321/85:JDM/PL

Cascade/R. A. Hatch
Our Ref: 343/85:JDM/PL

Gentlemen:

All claims on the following contracts have been paid in full:

1. Contract No. 9513 with S. J. Groves and Sons Company in the amount of $6,975.14.
2. Contract No. 9594 with R. A. Hatch Co. in the amount of $49,443.45.
3. Contract No. 9855 with Railco Multi Construction, Inc., dba Roadway Constructors Corp. and R. A. Hatch, A JV, in the amount of $1,323.44.
4. Contract No. 9855 with Railco Multi Construction, Inc., dba Roadway Constructors Corp. and R. A. Hatch, A JV, in the amount of $81,113.06.
5. Contract No. 9854 with Roadway Constructors Corp. and R. A. Hatch Co., in the amount of $2,013.18.

RECEIVED
JUN 18 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

6. Contract No. 9621 with S. J. Groves and Sons Company in the amount of $12,375.61.

Your records should reflect payment on the first five contracts. The sixth (No. 9621) was paid this week.

Very truly yours,

Peter Livingston

PETER LIVINGSTON

PL/jlt
13.13/PL
cc: Mark M. LeCoq, Esq.
Saundra Martell
S. J. Groves and Sons Company

RECEIVED
JUN 18 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Contract No. 9594

DAVE FROHNMAYER
ATTORNEY GENERAL

WILLIAM F. GARY
DEPUTY ATTORNEY GENERAL

1859

DEPARTMENT OF JUSTICE
TRIAL DIVISION
Justice Building
Salem, Oregon 97310
Telephone: (503) 378-6313

NOTED
W. E. SCHWARTZ

June 17, 1986

Mr. Robert E. Franz, Jr.
Attorney at Law
P.O. Box 10733
Eugene, Oregon 97440

Re: Thompson v. State
Multnomah County Circuit Court No. A8401-00422

Dear Bob:

Attached is a copy of the release required to settle the matter in the Thompson case together with a letter from Al Harwood explaining the long delay in securing its execution. Tri-Met apparently lost it. Thanks for your patience.

Very truly yours,

William F. Cloran

William F. Cloran
Assistant Attorney General

WFC/jep

Attachments

RECEIVED
STATE HWY ENGR
JUN 23 '86
REFER TO

CE __ CAE __
CDE __ OM __
OE __
CA __
CAM __
EEO __
RECEIVED
JUN 23 1986
CONSTRUCTION SECTION
SPC __ TC __
SA __ CC __
FE __ CP __
PQC __
QCS __
FILE __

GENERAL AND MUTUAL RELEASE OF CLAIMS

The undersigned hereby recite that they are parties in a lawsuit in the Circuit Court of the State of Oregon for the County of Multnomah, entitled James A. Thompsen, Trustee under the will of Kenneth G. Edick, deceased; and Dorothy M. Harper, Plaintiffs, vs. State of Oregon, by and through the Oregon Department of Transportation; Tri-County Metropolitan Transportation District; and R.A. Hatch Construction Co., an Oregon corporation, Defendants, No. A8401-00422.

The undersigned further recite that they have reached full, final and complete settlement of all claims in the above-numbered lawsuit, whether lodged by plaintiffs Thompsen and Harper against the defendants or lodged by the State of Oregon, Tri-County Metropolitan Transportation District or R.A. Hatch Construction Co. in the form of counter-claims against the plaintiffs.

NOW, THEREFORE, in mutual consideration of payment by defendants to the plaintiffs of the sum of $37,500 and plaintiffs' dismissal of their action against the defendants, with prejudice and without costs, and in consideration of the dismissal by defendant State of Oregon of its counter-claim against the plaintiffs, with prejudice and without costs, the above-named parties do hereby and forever mutually release, acquit and generally discharge each other from all claims, counter-claims, suits, actions and causes of action whatsoever arising out of the facts alleged in the pleadings of the lawsuit referred to herein.

The parties further recite that this general and mutual release of all claims and counter-claims is by way of settlement and compromise of disputed claims among them and is in no way an admission of liability or fault by any party toward any other party in the matter.

The parties further recite that this document comprises a full, final and complete settlement, release and discharge of all claims arising from the facts and events alleged by the parties in the lawsuit referred to herein.

Date: 2-26-86, 1986 Dorothy M. Harper
Dorothy M. Harper

Date: 2-20-86, 1986 James A Thompsen
James A. Thompsen, Trustee under the Will of Kenneth G. Edick, deceased

Date: June 11, 1986 By
J.E. COWEN GENERAL MANAGER
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT

Dated: __________, 1986 By____________________

R.A. HATCH CONSTRUCTION CO.

Date: 6/17, 1986 By
OREGON DEPARTMENT OF TRANSPORTATION

jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-68(6)
2. STATE PROJECT NO. See Below
2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. 10030

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

RECEIVED
STATE HWY ENGR
JUN 12 '86
REFER TO Potter
FOR
Info | Inves | R/D

7. DATE AUTHORIZATION EFFECTIVE April 16, 1986
8. FEDERAL ROUTE NUMBER Primary 68
9. STATE ROUTE NUMBER Primary 2

10. GENERAL LOCATION:
N. E. 39th Avenue - N. E. 87th Avenue

11. GENERAL DESCRIPTION OF WORK
Furnish & install ramp meter cassette recorders

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON A XXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 4/16/86 as requested in Mr. Fredrickson's letter of 5/21/86 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 22 is approved to a TEC of $1,200;
Federal Funds $1,020.

Approved on the condition that a Price Agreement will be executed with the contractor to provide credit for the cost of the recorders.

14. DATE 6/10/86
15. SIGNATURE OF APPROVING OFFICIAL
16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

jc

U. S. DEPARTMENT OF TRANSPO[illegible]TION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. UMTA-OR23-9001 & IX-68(4)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10030

6. TO

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

[illegible]

RECEIVED
STATE HWY ENGR
JUN -3 '86
REFER TO
Potter
FOR
Info | Invs | R/D | D/R | Sign | Act | File

7. DATE AUTHORIZATION EFFECTIVE July 7, 1983

8. FEDERAL ROUTE NUMBER Primary 68

9. STATE ROUTE NUMBER Primary 2

10. GENERAL LOCATION:

N. E. Union Avenue - N. E. 87th Avenue (Portland)

11. GENERAL DESCRIPTION OF WORK

Revised Utility Costs

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* See Below

13. REMARKS

Based on our review of data submitted with Mr. Cartwright's letter of May 8, 1986, the additional amount of $3,189.12 is approved for work performed by the City Bureau of Water Works.

The total amount now authorized for work at the Doernbecker facility is $16,696.12.

14. DATE 6/2/86

15. SIGNATURE OF APPROVING OFFICIAL G. K.

16. TITLE For Division Administrator

FORM PR-1240 PREVIOUS EDITIONS MAY BE USED

June 2, 1986

CON 5 - 9594

Western-Pacific Construction Materials Co.
Division of Riedel International, Inc.
3510 S.W. Bond
Portland, OR 97201-4594

Attention: Mark D. Connelly
Credit Manager

Thank you for your letters of May 22, 1986, advising us that you have received payment in the amounts of $67,119.35 and $36,689.83 and that you are releasing the claims against R. A. Hatch Co.

These claims were in connection with Contract No. 9594 for work on the N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Project in Multnomah County.

This information will be noted in our records and we will advise the sureties, agent, and the contractor.

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P. O. Box 6179
Bend, OR 97708

American Insurance Company
Attn: Fidelity and Surety Dept.
P. O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. 6th
Portland, OR 97204

Corroon & Black of Oregon
1600 S.W. 4th Avenue
Portland, OR 97201

NOTED ON CARD
5-30-86 azm

bc: Secretary of State: Filed 4-25-86 and 5-15-86; CL 1986-0171
bbc: Bryant Jackmond
FKN:azm

"Imagineering a better world"

WESTERN-PACIFIC CONSTRUCTION MATERIALS CO.
DIVISION OF RIEDEL INTERNATIONAL, INC.

3510 S W Bond Avenue
Portland, Oregon 97201-4594
(503) 222-4210

May 22, 1986

Mr. R. W. Gormsen
Oregon Department of Transportation
Commission Services
Transportation Building
Salem, OR 97310

Re: Prime Contractor: R. A. Hatch Co.
Subcontractor: Hopsing Construction
Contract No. 9594
Sureties: The American Insurance Co.
Industrial Indemnity Co.

Know all men in consideration of the sum $67,119.35 paid to the undersigned claimant by Firemen's Fund Insurance Company, Western-Pacific Construction Materials Co. does hereby release and forever discharge the surety from any and all liability, claim and demand under its payment bond furnished on behalf of the contractor on said contract.

RIEDEL INTERNATIONAL, INC.
(Western-Pacific Construction Materials Co.)

By Mark D Connell
Mark D. Connelly, Credit Manager

Date 5/22/86

RECEIVED
MAY 27 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

"Helping Build the West . . . and Beyond"

CALIFORNIA LAUNCH SERVICES CORP.
LONGVIEW CONCRETE CO.
OMNI RUBBER PRODUCTS, INC.
PIONEER CONSTRUCTION MATERIALS CO.
WESTERN MARINE-BRAZIL LTDA.
WESTERN-PACIFIC CONSTRUCTION MATERIALS CO.
WESTERN-PACIFIC DREDGING CO.
WESTERN-PACIFIC DRILLING CO.
WESTERN-PACIFIC ERECTORS
WESTERN-PACIFIC MARINE SERVICES CO.
WESTERN-PACIFIC PILEDRIVING CO.
WESTERN TUG & BARGE CORP
WILLAMETTE TUG & BARGE CO.
WILLAMETTE-WESTERN CO.
WORLD SECURITY SERVICES CO.

"Imagineering a better world"

ESTERN-PACIFIC CONSTRUCTION MATERIALS CO.
DIVISION OF RIEDEL INTERNATIONAL, INC.

3510 S.W. Bond Avenue
Portland, Oregon 97201-4594
(503) 222-4210

May 22, 1986

Mr. R. W. Gormsen
Oregon Department of Transportation
Commission Services
Transportation Building
Salem, OR 97310

Re: Prime Contractor: R. A. Hatch Co.
Contract No. 9594
Sureties: The American Insurance Co.
Industrial Indemnity Co.

Know all men in consideration of the sum $36,689.83 paid to the undersigned claimant by Firemen's Fund Insurance Company, Western-Pacific Construction Materials Co. does hereby release and forever discharge the surety from any and all liability, claim and demand under its payment bond furnished on behalf of the contractor on said contract.

RIEDEL INTERNATIONAL, INC.
(Western-Pacific Construction Materials Co.)

By
Mark D. Connelly, Credit Manager

Date 5/22/86

RECEIVED
MAY 27 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

"Helping Build the West . . . and Beyond"

CALIFORNIA LAUNCH SERVICES CORP.
LONGVIEW CONCRETE CO.
OMNI RUBBER PRODUCTS, INC.
PIONEER CONSTRUCTION MATERIALS CO.
WESTERN MARINE-BRAZIL LTDA.
WESTERN-PACIFIC CONSTRUCTION MATERIALS CO.
WESTERN-PACIFIC DREDGING CO.
WESTERN-PACIFIC DRILLING CO.
WESTERN-PACIFIC ERECTORS
WESTERN-PACIFIC MARINE SERVICES CO.
WESTERN-PACIFIC PILEDRIVING CO.
WESTERN TUG & BARGE CORP
WILLAMETTE TUG & BARGE CO.
WILLAMETTE-WESTERN CO
WORLD SECURITY SERVICES CO.

· 1594

bbc: Bryant Jackmond

May 20, 1986

CON 5 - #9594

Willert Equipment Co., Inc.
P.O. Box 20935
Portland, OR 97230-0935

Attention: Gary L. Everton

We have received your letter dated May 8, 1986, filing a claim against the following Highway Division contract:

FILED BY:	Willert Equipment Co., Inc.
AMOUNT:	$31,609.64
FOR:	Equipment rental
AGAINST (Prime contractor):	R. A. Hatch Co.
SUBCONTRACTOR:	Hopsing Construction Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue Section (Banfield Transitway) Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Robert W. Gormsen
COMMISSION SERVICES

FKN:cb

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. 6th
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

NOTED ON CARD
5/20/86 CB

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

Willert Equipment Co., Inc.
Asphalt Removal - Concrete Grinding
P.O. Box 20955
Portland, Oregon 97230-0955
(503) 252-3929

May 8, 1986

State of Oregon
Office of Secretary of State
State Capitol Building
Salem, OR 97310

Re: Bond Claim
OSHD Project #9594

Dear Madame Secretary:

During the course of the Oregon State Highway Department, Project #9594, known as the Banfield Project, 39th Avenue to 87th Avenue, Willert Equipment Co., Inc., supplied equipment rental to Hopsing Construction Co. Hopsing Construction Co. was a subcontractor to R.A. Hatch Co., the prime contractor on the project.

The billings for equipment rental amounted to $31,609.64. This amount has not been paid or satisfied in any manner, necessitating the filing of this claim.

We will be happy to provide any additional information that may be required.

Yours very truly,

Gary L. Everton
Secretary/Treasurer

GLE/jrm
cc: Robert Gormsen
The American Insurance Co.

RECEIVED
MAY 12 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1986-0204

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAY 20 1986
BARBARA ROBERTS
SECRETARY OF STATE

IN REPLY REFER TO
FILE NO.:
CON 5 - 09594

May 19, 1986

Douglas S. Coats, Inc.
P.O. Box 311
Bend, OR 97709

We have received your letter dated April 17, 1986, filing a claim against the following Highway Division contract:

FILED BY: Douglas S. Coats, Inc.

AMOUNT: $50,970.89 plus interest

FOR: Bridge construction and materials

AGAINST (Prime contractor): R. A. Hatch Co.

CONTRACT NO.: 9594

PROJECT: N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway), Columbia River Highway, Multnomah County

SURETIES: The American Insurance Co. and Industrial Indemnity Co.

AGENT: Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
MAY 22 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. 6th
Portland, OR 97204

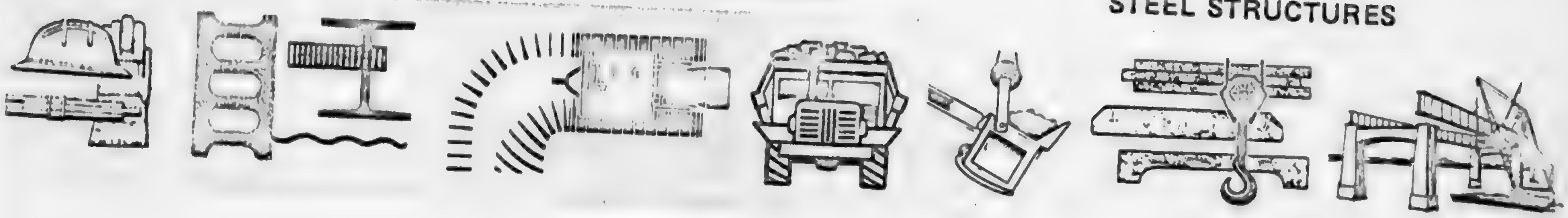
Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED ON CARD
6-20-86 cc

731-0188 (10-85)

BRIDGES STREETS & ROADS STEEL STRUCTURES



DOUGLAS S. COATS, INC.
P.O. BOX 311 • BEND, OREGON 97709 • (503) 382-7330

April 17, 1986

Mr. Robert W Gormsen
Commission Services
121 Transportation Bldg.
Salem, Oregon 97310

Re: Notice of Claim Against Bond Provided By Industrial Indemnity Co, as Surety, and R A Hatch Co, as Principal, Oregon State Highway Division, Department of Transportation, Contract No. 9594, N E 39th Ave- N E 87th Ave.

Dear Mr. Gormsen:

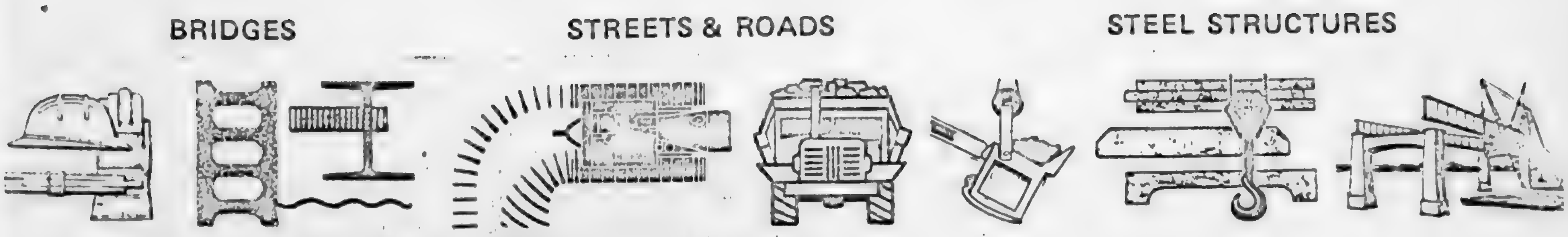
Enclosed is a copy of the Notice of Claim filed with the Secretary of State and the General Contractor.

Sincerely,

DOUGLAS S COATS INC.

Ruth L Pooler
Secretary

RECEIVED
APR 18 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION



DOUGLAS S. COATS, INC.
P.O. BOX 311 • BEND, OREGON 97709 • (503) 382-7330

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

April 17, 1986

Secretary of State
141 State Capitol Bldg.
Salem, Oregon 97310

RE: NOTICE OF CLAIM AGAINST ORS CHAPTER 279 BOND
AMENDED FROM ORIGINAL FILING OF FEBRUARY 24, 1986
AGENCY: Oregon State Highway Division,
Department of Transportation Contract #9594

PRIME CONTRACTOR: R A Hatch Co., P O Box 6179
Bend, Oregon 97708

SURETY: The American Insurance Co
Attn: Fidelity & Surety Dept
P O Box 3825
Portland, Oregon 97208
and
Industrial Indemnity Co, 421 S W 6th Ave
Portland, Oregon 97204

Dear Secretary of State:

Pursuant to ORS 279, notice hereby is given that the undersigned, DOUGLAS S COATS INC. has claims for:

BRIDGE CONSTRUCTION AND MATERIALS FURNISHED FOR THE SUM OF $50,970.89 together with interest thereon.

The claim is against the bond taken from R A Hatch, as principal, and Industrial Indemnity Co and The American Insurance Co as surety, for the Oregon State Highway Division, Contract #9594. Such material and labor was supplied to R A Hatch Co.

Sincerely,

DOUGLAS S COATS INC.

Ruth L Pooler
Secretary

RECEIVED
APR 18 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1986-0199
157

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAY 20 1986
BARBARA ROBERTS
SECRETARY OF STATE

IN REPLY REFER TO
FILE NO.:

May 19, 1986

CON 5 - #9594

Miller, Nash, Wiener, Hager & Carlsen
Attorneys and Counselors at Law
111 S. W. Fifth Avenue
Portland, OR 97204

Attention: Louis G. Henry

We have received your letter dated April 18, 1986, with attached Amended Notice of Claim, on behalf of Ash Grove Cement West, Inc., concerning the following Highway Division contract:

FILED BY:	Ash Grove Cement West, Inc.
AMOUNT:	$138,727.56 together with interest on that sum through March 10, 1986, of $54,145.06, together with interest on $138,727.56 from March 11, 1986, until paid
FOR:	Material
AGAINST (Prime contractor):	R. A. Hatch Co.
SUBCONTRACTOR:	Hopsing Construction, Inc.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway), Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

NOTED ON CARD
6-20-86 cc

Please advise this office when your client's claim has been paid. We are attaching your postal filing card.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

Attachment

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
421 S.W. 6th
Portland, OR 97204

American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
MAY 22 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

COPY

MILLER, NASH, WIENER, HAGER & CARLSEN
ATTORNEYS AND COUNSELORS AT LAW
111 S. W. FIFTH AVENUE
PORTLAND, OREGON 97204-3699

ROBERT S. MILLER
FRANK E. NASH
NORMAN J. WIENER
ORVAL O. HAGER
CLIFFORD N. CARLSEN, JR.
JOHN W. HILL
CURTIS W. CUTSFORTH
MAURICE O. GEORGES
MARK C. McCLANAHAN
DONALD R. HOLMAN
KENNETH W. HERGENHAN
WILLIAM B. CROW
HARVEY C. BARRAGAR
GERALD A. FROEBE
CONRAD L. MOORE
DEAN D. DeCHAINE
R. ALAN WIGHT
DOUGLAS M. RAGEN
J. FRANKLIN CABLE
RICHARD A. EDWARDS
DAVID H. MUNRO
JOHN R. BAKKENSEN
CLYDE H. MacIVER**
LOUIS B. LIVINGSTON

G. TODD NORVELL
PETER C. RICHTER
DONALD A. BURNS
RICHARD A. CANADAY
RICHARD A. CANTLIN
M. CHRISTIE HELMER
GRAHAM M. HICKS
DAVID C. CULPEPPER
JAMES N. WESTWOOD
J. BARRETT MARKS
DENNIS P. RAWLINSON
DONNA M. CAMERON
JOHN J. DeMOTT
BRUCE A. RUBIN
THOMAS C. SAND
MICHAEL E. ARTHUR
JOHN A. LUSKY
STEVEN O. ROSEN
KEVIN D. PADRICK
JOHN W. OSBURN
JOHN F. NEUPERT
MARY ANN FRANTZ
DONALD P. BOURGEOIS

TELEPHONE (503) 224-5858
TELEX 364462 KINGMAR PTL
TELECOPY (503) 224-0155

COUNSEL
JOHN D. BURNS
JAMES B. RUYLE

SEATTLE OFFICE
COLUMBIA CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7075
TELEPHONE (206) 622-8484

MARK A. ANDERSON*
JEFFREY D. AUSTIN
SYBIL R. BARRIER
PAUL BLAYLOCK, M.D.
RECE BLY
DAVID W. BROWN
STEPHEN K. BUSHONG
GREGORY A. CHAIMOV
BRIAN B. DOHERTY
JEFFREY J. DRUCKMAN
JAMES F. DULCICH
MELINDA S. EDEN
MARGARET FIORINO
JONATHON L. GOODLING
DAVID M. GROGAN
BROOKS E. HARLOW**
STEVEN M. HEDBERG*
LOUIS G. HENRY
DAVID W. HERCHER
FRED M. ISAACS
HARLAN EDWARD JONES*

GENE D. KENNEDY
VICTORIA J. KRISCH
THOMAS E. LINDLEY
ELIZABETH C. MADSEN
LINDA L. MARSHALL*
MICHAEL W. MELTZER
JEFFREY S. MERRICK
ERICH W. MERRILL, JR.
P. CONOVER MICKIEWICZ
D. CRAIG MIKKELSEN
JEFFREY B. MILLNER
EVERETT R. MORELAND
JERRY R. PARKINSON
JOHN F. PURCELL
MAUREEN R. SLOANE
JEFFREY C. THEDE*
WILLIAM H. WALTERS
CAROLYN E. WELLS*
REBECCA S. WILSON
DAVID WU

*ADMITTED IN OREGON AND WASHINGTON
**ADMITTED IN WASHINGTON ONLY

April 18, 1986

State of Oregon
Department of Transportation
Transportation Building
Salem, Oregon 97310

Attention: Mr. Robert W. Gormsen
Commission Services

Subject: Amended claim of Ash Grove Cement West, Inc., for materials supplied to Hopsing Construction, Inc., on State of Oregon, Department of Transportation, Contract No. 9594

Gentlemen:

We are the attorneys for Ash Grove Cement West, Inc.

Enclosed for filing with the State of Oregon, Department of Transportation, is Ash Grove Cement West, Inc.'s amended notice of claim in connection with the subject matter. Please let us know the date on which the amended notice of claim is filed by completing the enclosed postcard and returning the postcard to us.

Very truly yours,

LOUIS G. HENRY

Louis G. Henry

cc w/enc: Hopsing Construction, Inc.
R. A. Hatch Co.
The American Insurance Company
Industrial Indemnity Company
Mr. James D. Huegli

COPY

AMENDED NOTICE OF CLAIM

To: State of Oregon, Department of Transportation

Notice hereby is given, pursuant to ORS 279.526, that Ash Grove Cement West, Inc., has a claim for cement furnished by Ash Grove Cement West, Inc., to Hopsing Construction, Inc., in the sum of $138,727.56, together with accrued interest on that sum through March 10, 1986, of $54,145.06, together with interest on the sum of $138,727.56 at the rate of 18 percent per annum from March 11, 1986, until paid, against the bond taken from R. A. Hatch Co., general contractor, as principal, and Industrial Indemnity Company and The American Insurance Company, as sureties, for the work of the N.E. 39th Avenue - N.E. 87th Avenue Section of the Columbia River Highway in Multnomah County, Oregon, which is known as State of Oregon, Department of Transportation, contract no. 9594.

DATED this 17th day of April, 1986.

ASH GROVE CEMENT WEST, INC.
111 S.E. Madison Street
Portland, Oregon 97214

By

Title ast. Sec.

- 9594

May 19, 1986

CON 5 - #9594

Concrete Coring Company
P.O. Box 1848
Vancouver, WA 98668

Attention: Barry Woods
President

Thank you for your letter of April 24, 1986, stating that the claim against Douglas S. Coats has been satisfied.

You state this is in reference to Contract No. 9594 with R. A. Hatch Co. for work on the N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Section of the Columbia River Highway in Multnomah County.

This information will be noted in our records and we will advise the sureties and the contractor.

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
421 S.W. 6th
Portland, OR 97204

American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State

bbc: Bryant Jackmond

FKN:cb

NOTED ON CARD
5/19/86 CB

CONCRETE
CORING
COMPANY

Concrete Cutting Company, Inc.

P.O. Box 1848 • Vancouver, Washington 98668
Phone: 206/696-2521 — 503/285-9201

Portland Seattle
Spokane Vancouver
Pasco

April 24, 1986

Department of Transportation
Room 121
Transportation Building
Salem, Oregon 97310

Re: Contract #9594

Please be advised, R.A. Hatch Co. and Douglas Coats Construction has satisfied the claim against the above contract.

Barry Woods
Barry Woods, President

RECEIVED
APR 25 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1986-0182

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAY 20 1986
BARBARA ROBERTS
SECRETARY OF STATE

IN REPLY REFER TO
FILE NO.:
CON 5 - #9594

May 19, 1986

Morse Bros.
P.O. Box 7
Lebanon, OR 97355

Attention: R. H. Bellinger
Administrative Vice-President

We have received your letter dated May 5, 1986, with attached Notice of Claim against the following Highway Division contract:

FILED BY:	Morse Bros., Inc., successor in interest to Morse Bros. Prestress, Inc.
AMOUNT:	$40,026.72
FOR:	Material
AGAINST (Prime contractor):	R. A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway), Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
MAY 22 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

American Insurance Company
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. 6th
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

NOTED ON CARD
6-20-86

bc: ✓ Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0188 (10-85)

MORSE BROS.
Corporate Administrative Office

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

May 5, 1986

Secretary of State
136 State Capitol
Salem. Or 97310

Robert W. Gormsen
Commission Services
121 Transportation Building
Salem, Or 97310

RE: R. A. Hatch Co.
ODOT 9594
N.E. 39th Ave. - N.E. 87th Ave. SEction of the Columbia River Highway in Multnomah Co.

Dear Sirs:

Enclosed is Claim on Performance Bond which is being filed by MORSE BROS., INC., successor in interest to Morse Bros. Prestress, Inc., upon the performance bond filed by R. A. Hatch Co. as general contractor of the Oregon State Highway Division, Oregon Department of Transportation, contract no. 9594.

This notice of claim on bond is being filed with your office pursuant to ORS 279.528.

Very truly yours,

MORSE BROS., INC., successor in
interest to Morse Bros. Prestress, Inc.

R. H. Bellinger
Administrative Vice-President

RHB:jlm
Enclosure

cc: R. A. Hatch Co.

American Insurance Company
Industrial Indemnity Company

RECEIVED
MAY 8 - 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

P. O. Box 7 • Lebanon, OR 97355 • Phone (503) 451-5141

MORSE BROS.
Corporate Administrative Office

May 5, 1986

OREGON PUBLIC CONSTRUCTION
NOTICE OF CLAIM

"To R. A. Hatch Co., Secretary of State and Robert W. Gormsen, Commission Services:

Notice is hereby given that the undersigned MORSE BROS., INC., successor in interest to Morse Bros. Prestress, Inc., has a claim for precast doublewal, parapets, bulb tees, prestress slabs and box beams supplied by MORSE BROS., INC. to R. A. Hatch Co. for a balance amount owing in the sum of $40,026.72 (Forty-thousand Twenty-six and 72/100 Dollars) against the bond taken from R. A. Hatch Co. and American Insurance Company and Industrial Indemnity Company for the work of N.E. 39th Ave-N.E. 87th Ave. Section of the Columbia River Highway in Multnomah Co. for the State of Oregon reference contract no. 9594.

MORSE BROS., INC., successor in interest to Morse Bros. Prestress, Inc.

By ______________________"
R. H. Bellinger
Administrative Vice-President

---

cc: American Insurance Company
Attn: Fidelity & Surety Dept.
PO Box 3825
Portland, Or 97208

Industrial Indemnity Company
Attn: Bond Dept
421 SW 6th Ave.
Portland, Or 97204

RECEIVED
MAY 9 - 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

P. O. Box 7 • *Lebanon, OR 97355* • *Phone (503) 451-5141*

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAY 19 1986
BARBARA ROBERTS
SECRETARY OF STATE

May 15, 1986

IN REPLY REFER TO
FILE NO.: CON 5 - #9594 voted
#9513 Noted
#9621 Noted

Westlake Consultants Inc.
7145 S.W. Varns Road
Tigard, OR 97223

We have received your letter dated April 23, 1986, filing claims against the following Highway Division contracts:

FILED BY: Westlake Consultants Inc.

FOR: Surveying services

CONTRACT NO. 9513

NOTED ON CARD
5/21/86 CB

PRIME CONTRACTOR: S. J. Groves & Sons Company

PROJECT: N.E. Union Avenue-N.E. 39th Avenue (Banfield Light Rail) Columbia River Highway

SURETY: The American Insurance Company

AMOUNT: $850

CONTRACT NO. 9621

PRIME CONTRACTOR: S. J. Groves & Sons Company

PROJECT: S. Banfield Interchange-S.E. Washington Street Section, East Portland Freeway

NOTED ON CARD
5/21/86 CB

SURETY: The American Insurance Co.

AMOUNT: $1,525

CONTRACT NO. 9594

PRIME CONTRACTOR:	R. A. Hatch Co.
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Columbia River Highway
SURETIES:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon
AMOUNT:	$1,025

NOTED ON CARD
5/21/86 CB

We will advise the sureties, agent, and the prime contractors of the receipt of these claims. We will also forward them to the Secretary of State for filing.

Please advise this office when your claims have been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: S.J. Groves & Sons Company
2255 116th Avenue N.E.
Bellevue, WA 98004

R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of this claim on the enclosed copy of this letter. ✓

RECEIVED
MAY 20 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Westlake Consultants Inc.
7145 S.W. Varns Rd.
Tigard, Oregon 97223
WCi
503-684-0652

April 23, 1986

Secretary of State
Department of Tranportation
Transportation Building
Salem, OR 97310

Attn: Robert W. Gormsen
Commission Service

Re: Surveying Services
Banfield Freeway

Westlake Consultants, Inc., hereby gives notice of the following claims for services rendered:

Description: Surveying Services

Location: N.E. Union/N.E. 39th Ave. (Banfield Light Rail)
Columbia River Hwy, Multnomah County

Contract: #9513

Prime Contractor: S.J. Groves & Son Co.

Surety: American Insurance Company

Amount Due: $850

Description: Surveying Services

Location: South Banfield Interstate/S.E. Washington St.
(East Portland Freeway) Multnomah County

Contract: #9621

Prime Contractor: S.J. Groves & Son Co.

Surety: American Insurance Company

Amount Due: $1,525

ENGINEERING / SURVEYING / PLANNING

Description:	Surveying Services
Location:	N.E. 39th St./N.E. 87th Ave. (Banfield Transit Way) Columbia River Hwy, Multnomah County
Contract:	#9594
Prime Contractor:	R.A. Hatch Co.
Surety:	American Insurance Company Industrial Indemnity Company
Agent:	Corroon & Black of Oregon
Amount Due:	$1,025

If you have any proof of claim forms or any other forms pertinent to the filing of this claim, please forward them to me.

If you have questions, please call me at phone #684-0652. Any assistance you can render in expediting the payment of these claims will be greatly appreciated.

Very Truly Yours,

Judi Haney

Judi Haney
Managing Vice President

JH/ah

cc: American Insurance Co.
Industrial Indemnity Co.
Corroon & Black of Oregon
R.A. Hatch Co.
Hop Sing Co.
S.J. Groves & Son Co.

RECEIVED
APR 28 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

May 8, 1986

RECEIVED
STATE HWY ENGR
MAY 08 '86
REFER TO
FOR
Info | Inv | R/O | D/R | Sign | Act | File

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: Jack M. Cartwright
Utility Relocation Coordinator

SUBJECT: Cost Overrun
Water Service Relocation
Bureau of Water Works, City of Portland
Doernbecker Access Road
N.E. Union Ave.-N.E. 87th Ave. Utility Project
Columbia River Highway
Multnomah County
Project Nos. UMTA-OR-23-9001 & IX-68(4)

NOTED
E. S. HUNTER

A review of our files has revealed that the cost overrun on the subject water service relocation work was not properly or adequately explained in a previous request. Reference is made to Gary A. Potter's letter of June 28, 1983 which submitted an explanation from the Bureau of Water Works, dated June 22, 1983, for the overrun of estimated costs to relocate the water service and meter for Weston Investment Company at Doernbecker Access Road. Reference is also made to your Memorandum (reply) dated July 7 1983. Copies of the original estimate, your PR-1240 (dated September 10, 1982), the final billings (dated November 16, 1982 and February 25, 1983), the Bureau's explanation of cost overrun (dated June 22, 1983), Gary Potter's letter (dated June 28, 1983) and FHWA's Memorandum and PR-1240 (dated July 7, 1983) are attached for your convenience.

Your Memorandum, dated July 7, 1983, excepted out the cost overrun Item Nos. 2, 3, 5 7 and 8 contained in the Bureau of Water Works letter of June 22, 1983 from federal participation. The matter was referred to Metropolitan Utility Specialist, Richard L. Fleming for review. Mr. Fleming completed the review and a copy of his July 22, 1983 report is attached.

Review of the contested items contained in the Bureau of Water Works letter of June 22, 1983 is as follows:

Item No. 2 - Review of billings did not disclose any charge for cold mix. The use of hot mix asphaltic concrete was not anticipated but required to maintain the access road.

Item No. 3 - The hydrant was set only once - subsequent discussion with Bureau disclosed that it just took more time than anticipated to set the hydrant.

Item No. 5 - Mr. Fleming's report adequately explains this overrun.

Item No. 7 - No evidence of delay to Bureau crews could be substantiated. At this stage of water relocation work on the highway project, lines of communications had not been clearly delineated for the Bureau's field crews. It is possible that field crews could not locate OSHD personnel to identify construction limits.

Item 8 - The Bureau's crew did hand excavate to expedite work. Subsequent discussion with the Bureau disclosed that the scheduling of equipment cannot be changed on short notice. The Bureau has work of their own scheduled. The Bureau acted as it thought best to eliminate a conflict in the shortest possible time.

Discussions with Mr. Dan Conner, Water Engineer Supervisor for the Bureau of Water Works, revealed that they mistakenly took a defensive attitude in preparing their explanation of the cost overrun dated June 22, 1983. His report was based on information received from field crews and was possibly not completely factual and was not confirmed with the Highway Division prior to submission.

The Bureau of Water Works has a long history of excellent cooperation with the Highway Division in accomplishing relocation work to accommodate highway construction. We have never found any intentional overcharges for their work.

Dick Fleming's and my reviews could find no real evidence of engineer error on the part of the Highway Division. There was work required that was not originally anticipated by either the Bureau of Water Works or Highway Division.

Your reconsideration of the cost overrun and approval of federal participation in the final relocation cost of $16,696.12 is requested.

bc: E. S. Hunter
D. L. Trout
R. L. Fleming
Rich Evans

JMC:jr

CL 1986-0176
·9594

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

April 28, 1986

IN REPLY REFER TO
FILE NO.: CON 5 - #9594

AFAB, Inc.
dba Quality Paving
dba EMPCO
3500 SW Bond Avenue
Portland, OR 97201

Attention: Gregg C. Richmond
Secretary-Treasurer

FILED
MAY 05 1986
BARBARA ROBERTS
SECRETARY OF STATE

We have received your letter dated March 21, 1986, filing a claim against the following Highway Division contract:

FILED BY:	AFAB, Inc. dba Quality Paving dba EMPCO
AMOUNT:	$44,865.81
FOR:	Labor and materials
AGAINST (Prime contractor):	R. A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway), Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. & Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97703

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. Sixth Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

NOTED ON CARD
5/20/86 CB

RECEIVED
MAY 7 - 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

A F A B, INC.
3500 S.W. Bond Avenue
Portland, Oregon 97201
(503) 222-3103

March 21, 1986

Office of Commission Services
State of Oregon Highway Department
Room 121 Transportation Building
Salem, OR 97310

PROJECT: O.S.H.D. Contract 9594
N.E. 39th Avenue-N.E. 87th Avenue
Columbia River Highway, Multnomah County

CONTRACTOR: R. A. Hatch Co.

SUBJECT: Claim Against Payment Bond

Gentlemen:

We subcontracted with R. A. Hatch Co. to supply and install Class B asphaltic concrete, cement in mix, asphalt in tack, and asphaltic concrete approaches and walks bid items 32, 33, 34, 92, & 93, respectively.

Unpaid monies earned on this contract are as follows:

For work through: 10-18-85	$44,865.81 Retention
UNPAID MONIES THRU 3-21-86	$44,865.81

Please consider this communication as our request for payment and claim for the above stated amount, plus interest, with the Bonding company providing coverage for this contract.

Please confirm and advise.

Sincerely,

AFAB, INC.
DBA Quality Paving
DBA EMPCO

Gregg Richmond

Gregg C. Richmond
Secretary Treasurer

GCR/cg
cc: Corroon & Black of Oregon
Jim Darby
P.O. Box 8699
Portland, OR 97207

CL 1986-0175

9594

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAY 05 1986
BARBARA ROBERTS
SECRETARY OF STATE

April 28, 1986

IN REPLY REFER TO
FILE NO.: CON 5 - #9594

AFAB, Inc.
dba Quality Paving
dba EMPCO
3500 SW Bond Avenue
Portland, OR 97201

Attention: Gregg C. Richmond
Secretary-Treasurer

We have received your letter dated March 21, 1986, filing a claim against the following Highway Division contract:

FILED BY:	AFAB, Inc. dba Quality Paving dba EMPCO
AMOUNT:	$62,571.65
FOR:	Labor and materials
AGAINST (Prime contractor):	R. A. Hatch Co.
SUBCONTRACTOR:	Hopsing Construction, Inc.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway), Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. & Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. Sixth Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

NOTED ON CARD
5/20/86 CB

RECEIVED
MAY 7 - 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

A F A B, INC.
3500 S.W. Bond Avenue
Portland, Oregon 97201
(503) 222-3103

March 21, 1986

Office of Commission Services
State of Oregon Highway Department
Room 121 Transportation Building
Salem, OR 97310

PROJECT: O.S.H.D. Contract 9594
N.E. 39th Avenue-N.E. 87th Avenue
Columbia River Highway, Multnomah County

CONTRACTOR: Hopsing Construction, Inc.

SUBJECT: Claim Against Payment Bond

Gentlemen:

Our EMPCO Division sold Hopsing Construction, Inc. cement treated base installed on the N.E. 39th Avenue-N.E. 87th Avenue section of the Columbia River Highway.

Unpaid monies earned on this contract are as follows:

Total monies unpaid at 3-21-86	$62,571.65

Please consider this communication as our request for payment and claim for the above stated amount, plus interest, with the Bonding company providing coverage for this contract.

Please confirm and advise.

Sincerely,

AFAB, INC.
DBA Quality Paving
DBA EMPCO

Gregg C Richmond

Gregg C. Richmond
Secretary Treasurer

GCR/cg

cc: Corroon & Black of Oregon
Jim Darby
P.O. Box 8699
Portland, OR 97207

CL 1986-0144
9594

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

April 28, 1986

IN REPLY REFER TO
FILE NO.: CON 5 - #9594

Weiss, DesCamp, Botteri & Huber
Attorneys at Law
111 S.W. Fifth Avenue
Portland, OR 97204

Attention: Arnold L. Gray

FILED
MAY 09 1986
BARBARA ROBERTS
SECRETARY OF STATE

We have received the Notice of Claim on behalf of Willamette Painting Co., dated March 28, 1986, concerning the following Highway Division contract:

FILED BY:	Willamette Painting Co.
AMOUNT:	$11,964.69
FOR:	Painting, labor and materials
AGAINST (Prime contractor):	R. A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway), Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. & Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

RECEIVED
MAY 12 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Please advise this office when your client's claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. Sixth Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

NOTED ON CARD
5/20/86 CB

RECEIVED
MAY 12 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

March 28, 1986

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

R. A. Hatch Company
350 S. E. 9th
Bend, Oregon 97708

and

Secretary of State
State Capitol Building
Salem, Oregon 97310

NOTICE OF CLAIM

TO: Robert W. Gormsen, State of Oregon Department of Transportation, Room 121, Transportation Building, Salem, Oregon 97310

NOTICE hereby is given that the undersigned Willamette Painting Co. has a claim for painting, labor and materials, furnished by Willamette Painting Co., in the sum of Eleven Thousand Nine Hundred Sixty Four Dollars and Sixty Nine Cents ($11,964.69) against the bond taken by R. A. Hatch Co. as Principal and American Insurance Co. and Industrial Indemnity Co. as surety for the work of construction on the Banfield Corridor Freeway Lightrail Project at N. E. 39th Avenue through N. E. 87th Avenue, Columbia River Highway, per contract number 9594. Such material or labor was supplied to R. A. Hatch Co.

Arnold L Gray
Arnold L. Gray,
Attorney for Willamette
Painting Co.

0151G

WEISS, DesCAMP, BOTTERI & HUBER
~~A PROFESSIONAL CORPORATION~~
ATTORNEYS AT LAW
~~2300 U S BANCORP TOWER~~
111 S W FIFTH AVENUE
PORTLAND, OREGON 97204

RECEIVED
MAR 31 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1986-0180

9594

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

April 28, 1986

IN REPLY REFER TO
FILE NO.: CON 5 - #9594

FILED
MAY 09 1986
BARBARA ROBERTS
SECRETARY OF STATE

Williams, Fredrickson, Stark,
Norville & Weisensee, P.C.
Attorneys and Counselors at Law
1600 S.W. Fourth Avenue, Ste. 775
Portland, OR 97201-5578

Attention: Frederic E. Cann

We have received your letter of April 4, 1986, with attached Notice filed on behalf of Lakeside Industries against the following Highway Division contract:

FILED BY:	Lakeside Industries
AMOUNT:	$2,228.01 plus interest
FOR:	Labor and materials
AGAINST (Prime contractor):	R. A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway), Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. & Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

RECEIVED
MAY 12 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Please advise this office when your client's claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. Sixth Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

NOTED ON CARD
5/20/86 CB

RECEIVED
MAY 12 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

WILLIAMS, FREDRICKSON, STARK, NORVILLE & WEISENSEE, P. C.
ATTORNEYS AND COUNSELORS AT LAW
1600 SOUTHWEST FOURTH AVENUE, SUITE 775
PORTLAND, OREGON 97201-5578
TELEPHONE (503) 222-9966
TELEX 4742099
ANS. BACK: MEXPTO

DAVID R. WILLIAMS
FLOYD A. FREDRICKSON
OLIVER I. NORVILLE
DONALD R. STARK
LLOYD W. WEISENSEE
PETER C. McCORD
JOHN DUDREY
MICHAEL D. WILLIAMS
JOHN S. THOMAS
FREDERIC E. CANN
BARRY L. ADAMSON
VIRGINIA VAN VACTOR

PETER A. FRIEDMANN
RESIDENT COUNSEL,
WASHINGTON, D.C.

WENDELL GRAY
RETIRED

April 4, 1986

IN REPLY PLEASE REFER TO
FILE NO.
84085.012

CERTIFIED MAIL RETURN RECEIPT REQUESTED

R. A. Hatch Company
P.O. Box 6179
Bend, Oregon 97708

State of Oregon
Department of Transportation
Transportation Building
Salem, Oregon 97310

American Insurance Company
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, Oregon 97208

Industrial Indemnity Company
421 S.W. 6th Ave.
Portland, Oregon 97204

RECEIVED
STATE HWY ENGR
APR 9 '86
REFER TO
Gormsen Pat
FOR
Info | R/D | D/R | Sign | Act | File

RE: Oregon Public Works Bond Claim Notice of Lakeside Industries

Gentlemen:

Please find enclosed the Oregon Public Works Bond Claim Notice of Lakeside Industries.

Very truly yours,

WILLIAMS, FREDRICKSON, STARK,
NORVILLE & WEISENSEE, P.C.

Frederic Cann

FREDERIC E. CANN

FEC:pab
Enclosure
cc. Lakeside Industries
Attn: Chuck Gaskill
R. A. Hatch Company (Reg. Mail W/Enc.)
Cert. Mail No. P 617 432 787
State of Oregon (Reg. Mail W/Enc.)
Cert. Mail No. P 617 432 788
American Insurance Company (Reg. Mail W/Enc.)
Cert. Mail No. P 617 432 789
Industrial Indemnity Company (Reg. Mail W/Enc.)
Cert. Mail No. P 617 432 790

RECEIVED
DOT DIRECTOR
APR 08 '86
REFER TO
FOR

copy [illegible]

OREGON PUBLIC WORKS BOND CLAIM NOTICE

TO:

R. A. HATCH COMPANY
P.O. Box 6179
Bend, Oregon 97708

STATE OF OREGON DEPARTMENT OF TRANSPORTATION
Transportation Building
Salem, Oregon 97310

American Insurance Company
Attn: Fidelity & Surety Department
P.O. Box 3825
Portland, Oregon 97208

Industrial Indemnity Company
421 S.W. 6th Ave.
Portland, Oregon 97204

CERTIFIED MAIL RETURN RECEIPT REQUESTED

NOTICE is hereby given that the undersigned Lakeside Industries has a claim for $2228.01 plus interest which is the retention on Lakeside Industries contract for materials and labor with R. A. Hatch Company, in accordance with the subcontract of which the face page is attached, and R. A. Hatch Co.'s payment summary form also attached. The claim is against the bonds taken from American Insurance Company and Industrial Indemnity Company as sureties and R. A. Hatch Company as principal for work on the Banfield Expressway, State of Oregon Department of Transportation contract No. 9594, N.E. 39th Ave. - N.E. 87th Ave., Columbia River Highway, Multhoman County. The material and labor was supplied to R. A. Hatch Company.

LAKESIDE INDUSTRIES
by
Charles W. Gaskill
Manager, Portland Division

RECEIVED
DOT DIRECTOR
APR 08 '86
REFER TO
FOR
Info | Answ | R/D | D/R | Sign | Act | File

OMI

Oregon Micro-Imaging, Inc.

1790 West 11th Avenue
Eugene, Oregon 97402
☎ (503) 687-9585
FAX (503) 687-0304

RETAKE

OREGON PUBLIC WORKS BOND CLAIM NOTICE

TO:

R. A. HATCH COMPANY
P.O. Box 6179
Bend, Oregon 97708

STATE OF OREGON DEPARTMENT OF TRANSPORTATION
Transportation Building
Salem, Oregon 97310

American Insurance Company
Attn: Fidelity & Surety Department
P.O. Box 3825
Portland, Oregon 97208

Industrial Indemnity Company
421 S.W. 6th Ave.
Portland, Oregon 97204

CERTIFIED MAIL RETURN RECEIPT REQUESTED

NOTICE is hereby given that the undersigned Lakeside Industries has a claim for $2228.01 plus interest which is the retention on Lakeside Industries contract for materials and labor with R. A. Hatch Company, in accordance with the subcontract of which the face page is attached, and R. A. Hatch Co.'s payment summary form also attached. The claim is against the bonds taken from American Insurance Company and Industrial Indemnity Company as sureties and R. A. Hatch Company as principal for work on the Banfield Expressway, State of Oregon Department of Transportation contract No. 9594, N.E. 39th Ave. - N.E. 87th Ave., Columbia River Highway, Multhoman County. The material and labor was supplied to R. A. Hatch Company.

LAKESIDE INDUSTRIES

by
Charles W. Gaskill
Manager, Portland Division

RECEIVED
DOT DIRECTOR
APR 08 '86
REFER TO
FOR

Info	Invest	R/D	D/S	Sign	Act	File

2350

R.A.Hatch Co.
General Contractors
Post Office Box 6179
Bend, Oregon 97708
(503) 382-8418

SUBCONTRACTOR
LAKESIDE INDUSTRIES
P. O. BOX 03368
PORTLAND, OR 97203

CONTRACT NO. OSHD 9594
PROJECT NE 39th - NE 87th
DATE 9-25-85
WORK DONE TO 8-25-85
ESTIMATE NO. 30

ITEM NO.	DESCRIPTION	Estimated Quantity	UNIT	UNIT PRICE	QUANTITY TO DATE	AMOUNT TO DATE	PREVIOUS AMOUNT	PRESENT AMOUNT
176	Membrane Waterproof	1,260	SY	4.50	1252.80	5637.60	5637.60	
194	Membrane Waterproof	353	SY	6.50	472.00	3068.00	3068.00	
231	Membrane Waterproof	1,060	SY	4.50	1048.30	4717.35	4717.35	
252	Membrane Waterproof	1,685	SY	4.50	1694.70	7626.15	7626.15	
270	Membrane Waterproof	458	SY	6.50	464.00	3016.00	3016.00	
289	Membrane Waterproof	3,145	SY	4.50	3174.50	14285.25	12430.80	1854.45
309	Membrane Waterproof	1,400	SY	4.50	1380.00	6210.00	6210.00	
	TOTAL ITEMS					44560.35	42705.90	1854.45
	LESS 5 % RETENTION					(2228.01)	2135.29	92.72
	LESS BACKCHARGES							
	LESS PREVIOUS PAID					40570.61	40570.61	
	TOTAL DUE THIS ESTIMATE					1761.73		1761.73

APPROVED
FOR PAYMENT BY D

OMI

Oregon Micro-Imaging, Inc.

1790 West 11th Avenue
Eugene, Oregon 97402
☎ (503) 687-9585
FAX (503) 687-0304

END
OF
RETAKE

SUBCONTRACT AGREEMENT

23507

Rev. 1/69

THIS AGREEMENT, made this 12th day of April, 1983, by and between LAKESIDE INDUSTRIES, P.O. BOX 03368, PORTLAND, OR 97203, hereinafter called the Subcontractor, and R. A. HATCH CO., P.O. BOX 6179, BEND, OR 97708, hereinafter called the Contractor, WITNESSETH:

SECTION 1. The Subcontractor agrees to furnish all necessary materials, labor, tools, equipment and supplies necessary to perform and to perform all work set forth in "Section 2" hereof in the construction of OSHD Contract 9594, NE 39th Ave.-NE 87th Ave., Columbia River Highway, Multnomah County for Oregon State Highway Division hereinafter called the Owner, at Salem, Oregon in accordance with the terms and provisions of the Contract between the Owner and the Contractor, dated March 1, 1983, including all the General and Special Conditions, Drawings and Specifications and other documents forming, or by reference made, a part of the Contract between the Contractor and the Owner, all of which shall be considered part of this Subcontract by reference thereto, and the Subcontractor agrees to be bound to the Contractor and the Owner by the terms and provisions thereof. All drawings of the Subcontractor must be submitted for approval of the Owner's Representative through the Contractor's Office.

SECTION 2. It is agreed that the materials to be furnished and/or work to be done by the Subcontractor are as follows:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL
176	Membrane Waterproof	1260 SY	$ 4.50	$ 5,670.00
194	Membrane Waterproof	353 SY	6.50	2,294.50
231	Membrane Waterproof	1060 SY	4.50	4,770.00
252	Membrane Waterproof	1685 SY	4.50	7,582.50
270	Membrane Waterproof	458 SY	6.50	2,977.00
289	Membrane Waterproof	3145 SY	4.50	14,152.50
309	Membrane Waterproof	1400 SY	4.50	6,300.00
		ESTIMATED TOTAL		$ 43,746.50

1361

REGARDLESS OF THE PROVISIONS IN THE CONTRACT BETWEEN THE CONTRACTOR AND THE OWNER, THE SUBCONTRACTOR SHALL FURNISH AND PAY FOR ALL LAYOUT, BACKING, TESTING, SCAFFOLDING AND PLANKING, HOISTING OF MEN AND MATERIALS, AND TEMPORARY HEAT, POWER AND LIGHTS REQUIRED FOR WORK TO BE PERFORMED UNDER THIS SUBCONTRACT.

When the Subcontractor does not install material furnished under this Subcontract, such material as is not installed is to be delivered F.O.B. N/A

SECTION 3. The Contractor agrees to pay the Subcontractor for furnishing the materials and performing the work, as specified herein, the sum of Section 2 unit price x quantity paid for by owner Dollars ($ -------------------), subject to additions and deductions for changes agreed upon or determined as hereinafter provided. Partial payments will be made to the Subcontractor in an amount equal to 95 per cent of the value of work and materials incorporated in the construction as estimated by the Owner's Representative, less the aggregate of previous payments, but such partial payments shall not become due to the Subcontractor until 10 days after the Contractor receives payment for such work and materials from the Owner. Upon complete performance of this Subcontract by the Subcontractor and final approval and acceptance of Subcontractor's work and materials by the Owner, the Contractor will make final payment to the Subcontractor of the balance due to him under this Subcontract within 10 days after full payment for such work and materials has been received by the Contractor from the Owner. No partial payment to the Subcontractor shall operate as approval and/or acceptance of work done or materials furnished under this Subcontract. If the terms of this Subcontract provide for the payment for work performed on a unit price basis, Subcontractor agrees to be bound by the Owner's measurement of the quantity of work, however, if owner does not measure the work, Subcontractor agrees to be bound by Contractor's measurement of the quantity of work. Any partial payment or payments made by the Contractor to the Subcontractor will be subject to final audit and adjustment and the Subcontractor agrees to reimburse the Contractor in the event there is any overpayment. The acceptance by Subcontractor of final payment shall constitute a release by the Subcontractor in favor of Contractor and its surety of all claims against Contractor and its surety arising under or by virtue of this Subcontract other than those claims excepted with the written consent of the Contractor. Subcontractor agrees to accept the price or prices as set forth herein as full compensation for doing all work and furnishing all materials contemplated and embraced in this agreement, for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, for all risks of every description connected with the work, for all expense incurred by or in consequence of the suspension or discontinuance of the work, and for faithfully completing the work and the whole thereof in the manner and according to the requirements of Contractor and Owner and the instructions of the Owner's Representative in charge of said work.

The Contractor may deduct from any amounts due or to become due to the Subcontractor any sum or sums owing by the Subcontractor to the Contractor; and in the event of any breach by the Subcontractor of any provision or obligation of this Subcontract, or in the event of the assertion by other parties of any claim or lien against the Contractor or Contractor's Surety or the construction site arising out of the Subcontractor's performance of this Contract, the Contractor shall have the right, but is not required, to retain out of any payments due or to become due to the Subcontractor an amount sufficient to completely protect the Contractor from any and all loss, damage or expense therefrom until the situation has been remedied or adjusted by the Subcontractor to the satisfaction of the Contractor.

Contractor reserves the right to make payments by joint check or by direct check [illegible] men or sub-subcontractors or any person who [illegible] Contractor or Contractor's Surety under any law. Subcontractor [illegible] the right of determination as to what mate-

9594

N

April 28, 1986

CON 5 - #9594

Goldie Gentle Construction, Inc.
5241 N.E. 89th Avenue
Portland, OR 97220

Attention: Leland L. Rauch
Secretary-Treasurer

Thank you for your letter of March 26, 1986, stating that your claim against the following contract has been paid in full.

This claim was against the R. A. Hatch Co. Contract No. 9594 for work on the N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Section in Multnomah County.

This information will be noted in our files and we will advise the sureties, agent, and the contractor.

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. Sixth Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State

bbc: Bryant Jackmond

FKN:cc

NOTED ON CARD
2-28-86 cc

Goldie Gentle
CONSTRUCTION, INC.
5241 N. E. 89th Ave.
PORTLAND, OREGON 97220
255-0718

March 26, 1986

DEPARTMENT OF TRANSPORTATION
Transportation Building
Salem, Oregon 97310

Re: Construction Lien - File No. CON 5 - 9594

Attn: Robert W. Gormsen

Dear Sir,

Please be advised that our claim against this contract has been paid in full. We have signed a release for the Bonding Company, Contractor & Subcontractor.

Very Truly Yours,

GOLDIE GENTLE CONSTRUCTION INC.

by Leland L. Rauch

Leland L. Rauch
Secretary/Treasurer

LLR/tms

RECEIVED
MAR 31 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

April 28, 1986

CON 5 - #9594

Furrer & Scott
Law Offices
P.O. Box 23414
Tigard, OR 97223

Attention: Marcia L. Joy

Thank you for your letter of March 19, 1986, on behalf of Star Rentals, Inc. stating that they have received payment in the amount of $2,880.01 on Contract No. 9594.

This claim was against the R. A. Hatch Co. Contract No. 9594 for work on the N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Section in Multnomah County.

This information will be noted in our records and we will advise the sureties, contractor, and agent of this payment.

Please let us know when the claim has been fully satisfied.

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. Sixth Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State

bbc: Bryant Jackmond

FKN:cc

NOTED ON CARD
4-28-86 cc

LAW OFFICES
FURRER & SCOTT
9185 S.W. BURNHAM STREET
POST OFFICE BOX 23414
TIGARD, OREGON 97223

Patrick J. Furrer
Michael J. Scott
Marcia L. Jory

Area Code 503
Telephone 620-4540

March 19, 1986

Robert W. Gormsen
Commission Services
Department of Transportation
Transportation Bldg.
Salem, Oregon 97310

Re: Your File No. CON 5 9594

Dear Mr. Gormsen:

In reference to the above stated contract, this letter is to advise you that my client, Star Rentals, Inc. has received payment in the amount of $2,880.01 on Contract No. 9594. According to an agreement between the subcontractor (Hopsing Construction) and my client, this is the only amount due to Star Rentals under that particular contract. There is still a balance due and owing on Star Rentals' claim, together with interest and attorneys fees thereon which are allowed by law.

It is anticipated that further payments will be received on my client's claim in the very near future. I will advise your office of any such payments. It is anticipated this matter can be concluded short of commencing any litigation.

Please call if you have any questions.

Very truly yours,

mLJory

Marcia L. Jory

MLJ:kd
cc Star Rentals, Inc.

RECEIVED
MAR 2 0 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

9594

April 28, 1986

CON 5 - #9594

Farwest Rebar Co.
P.O. Box 889
Eugene, OR 97440

Attention: Richard E. Jones
Executive Vice President
General Manager

Thank you for your letter of April 2, 1986, stating that your claim in the amount of $13,177.45 has been paid.

This was in reference to the R. A. Hatch Co. Contract No. 9594 for work on the N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Section in Multnomah County.

This information will be noted in our records and we will advise the sureties, agent, and the contractor.

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. Sixth Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State

bbc: Bryant Jackmond

FKN:cc

NOTED ON CARD
4-28-86 cc

FARWEST REBAR CO.

April 2, 1986

Oregon State Department
of Transportation
Attention: Robert W. Gormsen
Transportation Building
Salem, OR 97310

R. A. Hatch Co.
P. O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attention: Fidelity & Surety Dept.
P. O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97207

Notice is hereby given that the undersigned Farwest Rebar Co. has been paid for the materials included in Farwest Rebar's bond claim dated February 20, 1986, in the sum of $13,177.45. A copy of the bond claim is attached hereto as Exhibit "A".

This notice relates only to the amounts owed to Farwest Rebar and described in the bond claim attached as Exhibit "A" and does not relate to any other claims or rights or remedies which Farwest Rebar or Farwest SteelCorporation mayhave against R. A. Hatch or any other contractor or subcontractor on this project or on any other project.

Dated this 4th day of April, 1986.

FARWEST REBAR CO.

Richd E Jones

Richard E. Jones
Executive Vice President,
General Manager

RECEIVED
APR 4 - 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Post Office Box 889 • Eugene, Oregon 97440 • (503) 686-2000
Location: 2000 Henderson Ave. • Eugene, OR 97403

(OREGON PUBLIC WORKS)

STATE OF OREGON)
) SS.
LANE COUNTY)

TO: R.A. Hatch Co.
P. O. Box 6179
Bend, Oregon 97708

YOU ARE HEREBY NOTIFIED That the undersigned, FARWEST REBAR CO. has a claim in the sum of Thirteen Thousand One Hundred Seventy Seven and 45/100 Dollars ($13,177.45), due against the bond taken from R.A. Hatch Co., as principal and Industrial Indemnity Company as surety, for the work or labor and materials performed or furnished by us on the ODOT Contract No. 9594.

YOU ARE HEREBY NOTIFIED That the undersigned performed labor and/or funished materials consisting of the following:

FABRICATED REINFORCING STEEL

That the labor and/or mateials above-described were performed and/or furnished by virtue of and for use in the performance of that certain contract between the principal and public body above-described, to wit:

OREGON DEPARTMENT OF TRANSPORTATION
Contract No. 9594
Multnomah County Columbia River Highway
NE 39th Avenue - NE 87th Avenue Section

That said materials and/or labor were furnished to and received by R.A. Hatch Co. with the authority to receive the same and that a claim for payment therefore is hereby asserted against you.

That the last performance of labor and/or furnishing of materials by the undersigned was on the 28th day of June 1985, which labor was perforemed and/or materials were furnished as follows:

FABRICATED REINFORCING STEEL

You are notified and notice is sent pursuant to and in complience with the laws of the State of Oregon, as set forth in ORS 279.526 and the amount above-claimed as due and owing is that sum remaining after due allowance for all just credits and offsets.

Dated this 20th day of February, 1986.

FARWEST REBAR CO.
Post Office Box 889
Eugene, Oregon 97440

Richard E. Jones
Executive Vice President, General Manager

RECEIVED
APR [illegible] - 1986
COMMISSIO[illegible]
DEPARTMENT OF [illegible]

REJ/sh

CL 1986-0171

-.9594

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAY 15 1986
BARBARA ROBERTS
SECRETARY OF STATE

April 23, 1986

IN REPLY REFER TO
FILE NO.:
CCN 5 - #9594

Riedel International, Inc.
dba Western-Pacific Construction
Materials Co.
3510 S.W. Bond
Portland, OR 97201

Attention: Mark Connelly
Credit Manager

We have received your Notice of Claim dated March 20, 1986, concerning the following Highway Division contract:

FILED BY:	Riedel International, Inc. dba Western-Pacific Construction Materials Co.
AMOUNT:	$36,582
FOR:	Materials
AGAINST (Prime contractor):	R. A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Ave.-N.E. 87th Ave. (Banfield Transitway) Section, Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED ON CARD
5/20/86 CB

RECEIVED
MAY 16 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

"Imagineering a better world"

WESTERN-PACIFIC CONSTRUCTION MATERIALS CO.
DIVISION OF RIEDEL INTERNATIONAL, INC.

3510 S.W. Bond Avenue
Portland, Oregon 97201-4594
(503) 222-4210

NOTICE OF BOND CLAIM

The undersigned submits the following claim against bond of contractor:

TO: Mr. Robert Gormsen
State of Oregon
Dept. of Transportation
Transportation Bldg.
Salem, OR 97310

RE: R.A. Hatch Co.
Contract No.: 9594
Job Name: Columbia River Hwy, NE 39th to NE 87th Ave.

Notice is hereby given that the undersigned, Riedel International, Inc., dba Western Pacific Construction Materials Co., has a claim for delivery and sale of materials used in the above improvement in the sum of $36,582.00 against the bond taken from R.A. Hatch and Industrial Indemnity and The American Insurance Co. for the work of Columbia River Highway, NE 39th to 87th Ave., said improvements being in the City of Portland, County of Multnomah, State of Oregon.

RIEDEL INTERNATIONAL, INC.
(Western Pacific Construction
Materials Co. a division)

By: Mark D Connelly
Mark D. Connelly, Credit Manager

Date: 3-20-86

RECEIVED
MAR 21 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

"Helping Build the West . . . and Beyond"

ENVIRONMENTAL EMERGENCY SERVICES CO.
ROVOR DRILLING CO.
WILLAMETTE-WESTERN CO.
WILLAMETTE TUG & BARGE CO.
WESTERN MARINE-BRAZIL LTDA.
WESTERN-PACIFIC CONSTRUCTION MATERIALS CO.
WESTERN-PACIFIC DREDGING CO.
WESTERN-PACIFIC DRILLING CO.
WESTERN-PACIFIC ERECTORS
WESTERN-PACIFIC PILE DRIVING CO.
WESTERN-PACIFIC PAVING & CONSTRUCTION CO.
WESTERN TUG & BARGE CORP.
WORLD SECURITY SERVICES CO.

CL 1986-0171

9594

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
APR 25 1986
BARBARA ROBERTS
SECRETARY OF STATE

IN REPLY REFER TO
FILE NO.: CON 5 - #9594

April 23, 1986

Riedel International, Inc.
dba Western-Pacific Construction
Materials Co.
3510 S.W. Bond
Portland, OR 97201

Attention: Mark Connelly
Credit Manager

We have received your Notice of Claim dated February 12, 1986, concerning the following Highway Division contract:

FILED BY:	Riedel International, Inc. dba Western-Pacific Construction Materials Co.
AMOUNT:	$67,119.35
FOR:	Materials
AGAINST (Prime contractor):	R. A. Hatch Co.
SUBCONTRACTOR:	Hopsing Construction
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Ave.-N.E. 87th Ave. (Banfield Transitway) Section, Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED ON CARD
5/20/86 CB

RECEIVED
APR 28 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

"Imagineering a better world"

ESTERN-PACIFIC CONSTRUCTION MATERIALS CO.
DIVISION OF RIEDEL INTERNATIONAL, INC.

3510 S.W. Bond Avenue
Portland, Oregon 97201-4594
(503) 222-4210

NOTICE OF BOND CLAIM

The undersigned submits the following claim against bond of contractor:

TO: Mr. Robert Gormsen
State of Oregon
Department of Transportation
Transportation Building, Room 121
Salem, OR 97310

RE: R.A. Hatch Company & Hop Sing Construction
Contract No: 9594
Job Name: Columbia River Highway, N.E. 39th to 87th Avenue

Notice is hereby given that the undersigned, Riedel International, Inc., dba Western Pacific Construction Materials Co., has a claim for delivery and sale of materials used in the above improvement in the sum of $67,119.35 against the bond taken from R.A. Hatch Company and Industrial Indemnity Company for the work of Columbia River Highway, N.E. 39th to 87th Street said improvements being in the City of Portland, County of Multnomah, State of Oregon.

RIEDEL INTERNATIONAL, INC.
(Western Pacific Construction
Materials Co. a division)

By: Mark D Connelly
Mark Connelly, Credit Manager

Date: February 12, 1986

RECEIVED
MAR 21 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

c: P214749694

"Helping Build the West . . . and Beyond"

CALIFORNIA LAUNCH SERVICES CORP.
LONGVIEW CONCRETE CO.
OMNI RUBBER PRODUCTS, INC.
PIONEER CONSTRUCTION MATERIALS CO.
WESTERN MARINE-BRAZIL LTDA.
WESTERN-PACIFIC CONSTRUCTION MATERIALS CO.
WESTERN-PACIFIC DREDGING CO.
WESTERN-PACIFIC DRILLING CO.
WESTERN-PACIFIC ERECTORS
WESTERN-PACIFIC MARINE SERVICES CO.
WESTERN-PACIFIC PILEDRIVING CO.
WESTERN TUG & BARGE CORP.
WILLAMETTE TUG & BARGE CO.
WILLAMETTE-WESTERN CO.
WORLD SECURITY SERVICES CO.

April 21, 1986

CON 5 - #9594

Williams, Fredrickson, Stark,
Norville, & Weisensee, P.C.
Attorneys and Counselors at Law
1600 S.W. Fourth Avenue, Suite 775
Portland, OR 97201-5578

As requested in your memo of March 25, 1986, we are attaching copies of the performance bond on Contract No. 9594 for work on the N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Project.

Robert W. Gormsen
COMMISSION SERVICES

Attachment

FKN:cc

FILE: 84085.012

DATE: 3/25/86

TO
Oregon Department of Transportation
Commission Services
121 Transportation Building
Salem Oregon 97310

FROM FEC
WILLIAMS, FREDRICKSON, STARK, HIEFIELD,
NORVILLE AND WEISENSEE, P.C.
ATTORNEYS AND COUNSELORS AT LAW
1600 SOUTHWEST FOURTH AVENUE, SUITE 775
PORTLAND, OREGON 97201-5578

Re: Contract No. 9594, NE 39th - 87th Ave., Columbia River Highway, ODOT - R.A. Hatch Company

Gentlemen:

Please send me copies of the performance and payment bonds provided to ODOT by R.A. Hatch Company on the above referenced contract. If there is any charge, please invoice me and I will pay forthwith. Please find enclosed a mailing label for your envelope. Thank you

Sincerely
Frederic E Cann

White: Original Yellow: File Pink: Client

Section IV. Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we
R. A. Hatch Co., an Oregon corporation, by and through its corporate officials doing business at Bend (P. O. Box 6179), Oregon 97708

as principal, and INDUSTRIAL INDEMNITY COMPANY,
a California corporation
and THE AMERICAN INSURANCE COMPANY,
a New Jersey corporation

as surety, are jointly and severally held and bound unto the State of Oregon, in the sum of
Twenty-Nine Million Two Hundred Seventy Thousand One Hundred Eighty-Six Dollars ($29,270,186.00)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with the State of Oregon, which contract, together with the applicable plans, Standard Specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to perform certain work and to assume certain obligations, which things he agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said contract.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the applicable Standard Specifications, and shall indemnify and save harmless the State of Oregon, the Oregon Transportation Commission, and members thereof, its officers, employes, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said contractor or his subcontractors; and shall make payment promptly, as due, to all subcontractors and to all persons supplying to the contractor or his subcontractors equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contributions or amounts due the State Accident Insurance Fund and the State

Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employes and payable to the Revenue Department: and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay the State of Oregon, by and through its Transportation Commission, such damages as may accrue to the State under said contract and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, by and through its Transportation Commission, be obligated for the payment thereof.

Witness our hands this 1st day of March, 1982

R. A. Hatch Co.
Principal

By Robert Hatch Pres.

By Suzanne Hatch

Principal

By

By

APPROVED AS TO AUTHORITY OF ATTORNEY - IN - FACT FOR THE SURETY COMPANY.
INSURANCE DIVISION - DEPT. OF COMMERCE
BY

THE AMERICAN INSURANCE COMPANY
James F. Darby
James F. Darby
Attorney-in-fact

INDUSTRIAL INDEMNITY COMPANY
Surety

By James F. Darby
Attorney in Fact James F. Darby

By Corroon + Black of Oregon
Agent

April 16, 1986

CON 5 #9855
#9513 #9854
#9594 #9621

Wood Tatum Mosser Brooke & Landis
1001 S.W. Fifth Avenue, 13th Floor
Portland, OR 97204-1129

Attention: Peter Livingston

Thank you for your letter of March 13, 1986, with attachments, stating that the following claims filed by Cascade Construction Company have been paid:

> Contract No. 9513 with S. J. Groves and Sons Company in the amount of $6,975.14
>
> Contract No. 9594 with R. A. Hatch Co. in the amount of $49,443.45
>
> Contract No. 9855 with Railco Multi Construction, Inc., dba Roadway Constructors Corp. and R. A. Hatch, A JV, in the amount of $1,323.44
>
> Contract No. 9855 with Railco Multi Construction, Inc., dba Roadway Constructors Corp. and R. A. Hatch, A JV, in the amount of $81,113.06
>
> Contract No. 9854 with Roadway Constructors Corp. and R. A. Hatch Co., in the amount of $2,013.18.

This information will be noted in our records and we will advise the sureties and the contractors.

Please let us know when the claim against Contract No. 9621 for $12,375.61 plus interest is paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: S. J. Groves & Sons Company
2255 - 116th Avenue NE
Bellevue, WA 98004

R. A. Hatch Co.
P. O. Box 6179
Bend, OR 97708

Railco Multi Construction, Inc.
dba Roadway Constructors Corp.
& R. A. Hatch Co., JV
P. O. Box 6179
Bend, OR 97708

The American Insurance Company
Attn: Fidelity & Surety Dept.
P. O. Box 3825
Portland, OR 97208

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97201

Industrial Indemnity Company
Attn: Bond Department
421 SW 6th Avenue
Portland, OR 97204

bc: Secretary of State

bbc: Bryant Jackmond

FKN:azm

NOTED ON CARD

LAW OFFICES OF
WOOD TATUM MOSSER BROOKE & LANDIS
FOUNDED 1870
1001 SOUTHWEST FIFTH AVENUE, 13TH FLOOR
PORTLAND, OREGON 97204-1129
TELEPHONE (503) 224-5430

LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
DONALD J. MORGAN
DAVID C. LANDIS
PETER G. VOORHIES
PAUL N. WONACOTT
JOE D. BAILEY
ROBERT I. SANDERS
JEFFREY E. BOLY
JOHN C. MERCER
WILLIAM P. BUREN
JOHN M. COWDEN
CRAIG C. MURPHY
KATHERINE H. O'NEIL
VICKI HOPMAN YATES
PETER LIVINGSTON
KIM JEFFERIES
BARBARA H. THOMPSON

FRED D. FAGG III
COUNSEL

ERSKINE B. WOOD
JOHN G. HOLDEN
OF COUNSEL

ERSKINE WOOD
(1879-1983)

RCA 296522
FAX 503-241-7235

March 13, 1986

Department of Transportation
Transportation Building
Salem, OR 97310

Attn: Robert W. Gormsen
Commission Services

Re: Cascade/Hopsing Construction, Inc.
Our Ref: 321/85:JDM/PL

Cascade/R. A. Hatch
Our Ref: 343/85:JDM/PL

Gentlemen:

This office filed claims by letters dated November 4 and November 26, 1985, copies of which are enclosed. Only the claim on contract No. 9621 for $12,375.61 plus interest remains unpaid. The other claims have been paid in full.

Very truly yours,

Peter Livingston

PETER LIVINGSTON

PL/jlt
13.08/PL
Enclosures
cc: Cascade Construction
Attn: Mr. Jon E. Morris

RECEIVED
MAR [illegible] 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

LAW OFFICES
WOOD TATUM MOSSER BROOKE & HOLDEN
1001 SOUTHWEST FIFTH AVENUE, SUITE 1300
PORTLAND, OREGON 97204-1129

ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
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WILLIAM P. BUREN
JOHN M. COWDEN
KATHERINE H. O'NEIL
CRAIG C. MURPHY
PETER LIVINGSTON

ERSKINE WOOD
(1879-1983)

FRED D. FAGG, III
OF COUNSEL

TELEPHONE (503) 224-5430
CABLE: LINWOOD
RCA 296522
PANAFAX 503-241-7235

November 4, 1985

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RECEIVED
MAR 5 1986
WTMB&L

Department of Transportation
Transportation Building
Salem, OR 97310

Attn: Robert W. Gormsen,
Commission Services

Re: Cascade/Hopsing Construction, Inc.
Our Ref: 321/85:JDM/PL

Gentlemen:

Cascade Construction Company, Inc. wishes to file the following claims for CTB and cement furnished to Hopsing Construction, Inc.:

Contract No.	Contractor	Surety	Amt. Due	Project
1. 9513	S. J. Groves & Sons Co.	American Insurance Company	$6,975.14	N.E. Union - N.E. 39th Section of Columbia Hwy. Paid in Full 2-13 & 2-14-86
2. 9621	S. J. Groves & Sons Co.	American Insurance Company	$12,375.61	S. Banfield Interchange - S.E. Washington St.
3. 9594	R. A. Hatch Co.	American Insurance Company and Industrial Indemnity Company	$49,443.45	N.E. 87th Section of Columbia River Hwy. Paid in Full 2-13 & 2-14 1986

RECEIVED
[illegible] 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

'4.	9855	Railco Multi Construction, Inc. dba Roadway Constructors Corp. & R. A. Hatch Co., JV	American Insurance Company	$1,323.44	Powell Blvd. - Heiney Road - paid in full - 3-4-86

Very truly yours,

John D Mosser

JOHN D. MOSSER
Secretary, Cascade Construction
Company, Inc.

13.01/PL
lla

cc: American Insurance Co. (Certified Mail)
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Company (Certified Mail)
421 S.W. Sixth Avenue
Portland, OR 97204

✓Cascade Construction Co.
Attn: Mr. Jon E. Morris

RECEIVED
MAR [illegible] 1986
COMM[illegible] SERVICES
DEPARTMENT OF TRANSPORTATION

LAW OFFICES
WOOD TATUM MOSSER BROOKE & HOLDEN
1001 SOUTHWEST FIFTH AVENUE, SUITE 1300
PORTLAND, OREGON 97204-1129

ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLY
WILLIAM F. BUREN
JOHN M. COWDEN
KATHERINE H. O'NEIL
CRAIG C. MURPHY
PETER LIVINGSTON

ERSKINE WOOD
(1879-1983)

FRED D. FAGG, III
OF COUNSEL

TELEPHONE (503) 224-5430
CABLE: LINWOOD
RCA 296522
PANAFAX 503-241-7235

November 26, 1985

RECEIVED
MAR - 5 1986
WTMB&H

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Department of Transportation
Transportation Building
Salem, OR 97310

Attn: Robert W. Gormsen,
Commission Services

Re: Cascade/R.A. Hatch
Our Ref: 343/85:JDM/PL

Gentlemen:

Yesterday a letter was sent notifying you of certain claims. Some of the information concerning the contractors was incorrect. This letter lists the contractors correctly.

Cascade Construction Company, Inc. hereby gives notice of the following claims for materials furnished to R.A. Hatch Co.:

1. CTB and Cement

Contract No.:	9855
Project:	Powell Blvd. - Heiney Road
Contractor:	Railco Multi Construction, Inc. dba Roadway Constructor's & R.A. Hatch Co., Joint Venturers
Surety:	American Insurance Company
Amount supplied:	
CTB:	11,087.17 tons @ 4.50 = $49,892.27
Cement:	449.22 tons @69.50 = 31,220.79
TOTAL AMOUNT DUE:	$81,113.06

Paid in Full 2-28-86

RECEIVED
MAR 1 1986
COMMISSION SERVICES

2. Asphalt Mix and Liquid Asphalt

Contract No.: 9854
Project: NW Kittridge Avenue - NW 31st Ave.
Contractor: Roadway Constructor's Corp. &
R.A. Hatch Co., Joint Venturers

Asphaltic mix:	98.794 tons @ $ 10.91 =	$1,077.84
Liquid asphalt:	5.502 tons @ 170.00 =	935.34
	TOTAL AMOUNT DUE:	$2,013.18

Paid in full
2-28-86

We would appreciate it if you let us know as soon as possible who the surety is on the second claim.

Very truly yours,

John D. Mosser

JOHN D. MOSSER
Secretary, Cascade
Construction Company, Inc.

13.02/PL
lla

cc: American Insurance Co. (Certified Mail)
P.O. Box 3825
Portland, OR 97208

Railco Multi Construction, Inc.
dba Roadway Constructor's Corp. &
R.A. Hatch Co., J.V.
3500 S.W. Bond Avenue
Portland, OR 97201

R.A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Cascade Construction Co.
Attn: Mr. Jon E. Morris

RECEIVED
NOV 27 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

WILLIAMS, FREDRICKSON, STARK, NORVILLE & WEISENSEE, P. C.
ATTORNEYS AND COUNSELORS AT LAW
1600 SOUTHWEST FOURTH AVENUE, SUITE 775
PORTLAND, OREGON 97201-5578
TELEPHONE (503) 222-9966
TELEX 4742099
ANS. BACK: MEXPTO

DAVID R. WILLIAMS
FLOYD A. FREDRICKSON
OLIVER I. NORVILLE
DONALD R. STARK
LLOYD W. WEISENSEE
PETER C. McCORD
JOHN DUDREY
MICHAEL D. WILLIAMS
JOHN S. THOMAS
FREDERIC E. CANN
BARRY L. ADAMSON
VIRGINIA VAN VACTOR

PETER A. FRIEDMANN
RESIDENT COUNSEL,
WASHINGTON, D.C.

WENDELL GRAY
RETIRED

April 4, 1986

IN REPLY PLEASE REFER TO
FILE NO.
84085.012

CERTIFIED MAIL RETURN RECEIPT REQUESTED

RECEIVED
STATE HWY ENGR
APR 9 '86
REFER TO
Pat
FOR

Info	Invcs	R/D	D/R	Sign	Act	File
						✓

R. A. Hatch Company
P.O. Box 6179
Bend, Oregon 97708

State of Oregon
Department of Transportation
Transportation Building
Salem, Oregon 97310

American Insurance Company
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, Oregon 97208

Industrial Indemnity Company
421 S.W. 6th Ave.
Portland, Oregon 97204

RE: Oregon Public Works Bond Claim Notice of Lakeside Industries

Orig to Gormsen
4/10

Gentlemen:

Please find enclosed the Oregon Public Works Bond Claim Notice of Lakeside Industries.

Very truly yours,

WILLIAMS, FREDRICKSON, STARK,
NORVILLE & WEISENSEE, P.C.

Frederic Cann

FREDERIC E. CANN

FEC:pab
Enclosure
cc. Lakeside Industries
Attn: Chuck Gaskill
R. A. Hatch Company (Reg. Mail W/Enc.)
Cert. Mail No. P 617 432 787
State of Oregon (Reg. Mail W/Enc.)
Cert. Mail No. P 617 432 788
American Insurance Company (Reg. Mail W/Enc.)
Cert. Mail No. P 617 432 789
Industrial Indemnity Company (Reg. Mail W/Enc.)
Cert. Mail No. P 617 432 790

RECEIVED
DOT DIRECTOR
APR 08 '86
REFER TO
[illegible]
FOR

Info	Invcs	R/D	D/R	Sign	Act	File
					✓	

True Copy -

OREGON PUBLIC WORKS BOND CLAIM NOTICE

TO:

R. A. HATCH COMPANY
P.O. Box 6179
Bend, Oregon 97708

STATE OF OREGON DEPARTMENT OF TRANSPORTATION
Transportation Building
Salem, Oregon 97310

American Insurance Company
Attn: Fidelity & Surety Department
P.O. Box 3825
Portland, Oregon 97208

Industrial Indemnity Company
421 S.W. 6th Ave.
Portland, Oregon 97204

CERTIFIED MAIL RETURN RECEIPT REQUESTED

NOTICE is hereby given that the undersigned Lakeside Industries has a claim for $2228.01 plus interest which is the retention on Lakeside Industries contract for materials and labor with R. A. Hatch Company, in accordance with the subcontract of which the face page is attached, and R. A. Hatch Co.'s payment summary form also attached. The claim is against the bonds taken from American Insurance Company and Industrial Indemnity Company as sureties and R. A. Hatch Company as principal for work on the Banfield Expressway, State of Oregon Department of Transportation contract No. 9594, N.E. 39th Ave. - N.E. 87th Ave., Columbia River Highway, Multhoman County. The material and labor was supplied to R. A. Hatch Company.

LAKESIDE INDUSTRIES

by
Charles W. Gaskill
Manager, Portland Division

RECEIVED
DOT DIRECTOR
APR 08 '86
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

2350

R.A. Hatch Co.
General Contractors
Post Office Box 6179
Bend, Oregon 97708
(503) 382-8418

SUBCONTRACTOR
LAKESIDE INDUSTRIES
P. O. BOX 03368
PORTLAND, OR 97203

CONTRACT NO. OSHD 9594
PROJECT NE 39th - NE 87th
DATE 9-25-85
WORK DONE TO 8-25-85
ESTIMATE NO. 30

ITEM NO.	DESCRIPTION	Estimated Quantity	UNIT	UNIT PRICE	QUANTITY TO DATE	AMOUNT TO DATE	PREVIOUS AMOUNT	PRESENT AMOUNT
176	Membrane Waterproof	1,260	SY	4.50	1252.80	5637.60	5637.60	
194	Membrane Waterproof	353	SY	6.50	472.00	3068.00	3068.00	
231	Membrane Waterproof	1,060	SY	4.50	1048.30	4717.35	4717.35	
252	Membrane Waterproof	1,685	SY	4.50	1694.70	7626.15	7626.15	
270	Membrane Waterproof	458	SY	6.50	464.00	3016.00	3016.00	
39	Membrane Waterproof	3,145	SY	4.50	3174.50	14285.25	12430.80	1854.45
309	Membrane Waterproof	1,400	SY	4.50	1380.00	6210.00	6210.00	

	AMOUNT TO DATE	PREVIOUS AMOUNT	PRESENT AMOUNT
TOTAL ITEMS	44560.35	42705.90	1854.45
LESS 5 % RETENTION	(2228.01)	2135.29	92.72
LESS BACKCHARGES			
LESS PREVIOUS PAID	40570.61	40570.61	
TOTAL DUE THIS ESTIMATE	1761.73		1761.73

APPROVED FOR PAYMENT BY DL

SUBCONTRACT AGREEMENT

23507

Rev. 1/69

THIS AGREEMENT, made this 12th day of April, 1983, by and between LAKESIDE INDUSTRIES
P.O. BOX 03368
PORTLAND, OR 97203

hereinafter called the Subcontractor, and R. A. HATCH CO.
P.O. BOX 6179
BEND, OR 97708

hereinafter called the Contractor, WITNESSETH:

SECTION 1. The Subcontractor agrees to furnish all necessary materials, labor, tools, equipment and supplies necessary to perform and to perform all work set forth in "Section 2" hereof in the construction of OSHD Contract 9594, NE 39th Ave.-NE 87th Ave., Columbia River Highway, Multnomah County

for Oregon State Highway Division

hereinafter called the Owner, at Salem, Oregon

in accordance with the terms and provisions of the Contract between the Owner and the Contractor, dated March 1, 1983, including all the General and Special Conditions, Drawings and Specifications and other documents forming, or by reference made, a part of the Contract between the Contractor and the Owner, all of which shall be considered part of this Subcontract by reference thereto, and the Subcontractor agrees to be bound to the Contractor and the Owner by the terms and provisions thereof. All drawings of the Subcontractor must be submitted for approval of the Owner's Representative through the Contractor's Office.

SECTION 2. It is agreed that the materials to be furnished and/or work to be done by the Subcontractor are as follows:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL
176	Membrane Waterproof	1260 SY	$ 4.50	$ 5,670.00
194	Membrane Waterproof	353 SY	6.50	2,294.50
231	Membrane Waterproof	1060 SY	4.50	4,770.00
252	Membrane Waterproof	1685 SY	4.50	7,582.50
270	Membrane Waterproof	458 SY	6.50	2,977.00
289	Membrane Waterproof	3145 SY	4.50	14,152.50
309	Membrane Waterproof	1400 SY	4.50	6,300.00
		ESTIMATED TOTAL		$ 43,746.50

1261

REGARDLESS OF THE PROVISIONS IN THE CONTRACT BETWEEN THE CONTRACTOR AND THE OWNER, THE SUBCONTRACTOR SHALL FURNISH AND PAY FOR ALL LAYOUT, BACKING, TESTING, SCAFFOLDING AND PLANKING, HOISTING OF MEN AND MATERIALS, AND TEMPORARY HEAT, POWER AND LIGHTS REQUIRED FOR WORK TO BE PERFORMED UNDER THIS SUBCONTRACT.

When the Subcontractor does not install material furnished under this Subcontract, such material as is not installed is to be delivered F.O.B. N/A

SECTION 3. The Contractor agrees to pay the Subcontractor for furnishing the materials and performing the work, as specified herein, the sum of Section 2 unit price x quantity paid for by owner Dollars ($ ---------------), subject to additions and deductions for changes agreed upon or determined as hereinafter provided. Partial payments will be made to the Subcontractor in an amount equal to 95 per cent of the value of work and materials incorporated in the construction as estimated by the Owner's Representative, less the aggregate of previous payments, but such partial payments shall not become due to the Subcontractor until 10 days after the Contractor receives payment for such work and materials from the Owner. Upon complete performance of this Subcontract by the Subcontractor and final approval and acceptance of Subcontractor's work and materials by the Owner, the Contractor will make final payment to the Subcontractor of the balance due to him under this Subcontract within 10 days after full payment for such work and materials has been received by the Contractor from the Owner. No partial payment to the Subcontractor shall operate as approval and/or acceptance of work done or material furnished under this Subcontract. If the terms of this Subcontract provide for the payment for work performed on a unit price basis, Subcontractor agrees to be bound by the Owner's measurement of the quantity of work, however, if owner does not measure the work, Subcontractor agrees to be bound by Contractor's measurement of the quantity of work. Any partial payment or payments made by the Contractor to the Subcontractor will be subject to final audit and adjustment and the Subcontractor agrees to reimburse the Contractor in the event there is any overpayment. The acceptance by Subcontractor of final payment shall constitute a release by the Subcontractor in favor of Contractor and its surety of all claims against Contractor and its surety arising under or by virtue of this Subcontract other than those claims excepted with the written consent of the Contractor. Subcontractor agrees to accept the price or prices as set forth herein as full compensation for doing all work and furnishing all materials contemplated and embraced in this agreement, for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, for all risks of every description connected with the work, for all expense incurred by or in consequence of the suspension or discontinuance of the work, and for faithfully completing the work and the whole thereof in the manner and according to the requirements of Contractor and Owner and the instructions of the Owner's Representative in charge of said work.

The Contractor may deduct from any amounts due or to become due to the Subcontractor any sum or sums owing by the Subcontractor to the Contractor; and in the event of any breach by the Subcontractor of any provision or obligation of this Subcontract, or in the event of the assertion by other parties of any claim or lien against the Contractor or Contractor's Surety or the construction site arising out of the Subcontractor's performance of this Contract, the Contractor shall have the right, but is not required, to retain out of any payments due or to become due to the Subcontractor an amount sufficient to completely protect the Contractor from any and all loss, damage or expense therefrom until the situation has been remedied or adjusted by the Subcontractor to the satisfaction of the Contractor.

[illegible]tractor reserves the right to make payment by joint check or by direct check [illegible] materialmen or sub-subcontractors or any person who [illegible] Contractor or Contractor's Surety under any law. Subcontractor [illegible] the right of determination as to what ma-

[illegible]

11 USC §523(a) - non-dischg'ble debts

11 USC 727 - only indiv. can have debts dischg.

4/1/84 - cancelled for failure to renew

Walter H. Anderegg + Sons
assumed bus. name, parties in %

Walter H. Anderegg
" B. "
Robert G. "
Ted "

Meadowland Dairy abn filed 4/26/82
voluntarily cancelled 5/9/83

Maddox Dairy, Inc. - party in %

Dahlia Dairy abn filed 4/3/86, still active

Dahlia Distributing Inc. - party in %

7-774

N

DAVE FROHNMAYER
ATTORNEY GENERAL

WILLIAM F. GARY
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
TRIAL DIVISION
Justice Building
Salem, Oregon 97310
Telephone: (503) 378-6313

RECEIVED
STATE HWY ENGR
MAR 25 '86
REFER TO
FOR
Info | Ances | R/D | J/R | Sign | Act

March 21, 1986

Mr. David Jones
Project Manager
Oregon State Highway Division
5821 N.E. Glisan
Portland, Oregon 97213

Re: Thompson v. State
Multnomah County Circuit Court Case No. A8401-00422

Dear Dave:

As you are no doubt aware, Thompson, et al v. State (the Circle K Market case) has been concluded by Bob Franz. The case was settled by the contractor's insurance with the insurance company assuming the defense upon our tender and assuming total financial responsibility for the settlement. This chain of events was possible because you and other responsible officials of the Highway Division carefully analyzed the problems at the Circle K Market before proceeding with a change order and wisely required the contractor to seek additional special insurance coverage. I believe you will agree that the premium paid was well worth the additional money.

You and the other members of the division who participated in the decision to purchase insurance and proceed under the change order are to be congratulated for your initiative and foresight.

Very truly yours,

/S/

William F. Cloran
Assistant Attorney General

3-26

I knew you were far sighted.
Larry

WFC/jep

cc: Jack Sollis
O. B. Jackmond
Larry Rulien

1983 NE 39th Ave.-NE 87th Ave. 9594
Sec. of Columbia River Hwy.
(Gr, pv, str, sign, ill, & sig) #7

March 18, 1986

CON 5
#9594

Farwest Steel Corporation
P.O. Box 839
Eugene, OR 97440

Attention: C. W. Cooley
Treasurer

We have received your Notice of Claim dated February 13, 1986, against the following Highway Division contract:

FILED BY: Farwest Steel Corporation

AMOUNT: $68,126.48

FOR: Structural Steel

AGAINST : R. A. Hatch Co.

CONTRACT NO.: 9594

PROJECT: N.E. 39th Ave.-N.E. 87th Ave. (Banfield Transitway) Section, Columbia River Highway, Multnomah County

SURETIES: The American Insurance Co. & Industrial Indemnity Co.

AGENT: Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

NOTED ON CARD
3-18-86 cc

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bbc: Bryant Jackmond

attachment due to size not sent to cc's

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

FARWEST STEEL
Corporation

February 13, 1986

NOTICE OF CLAIM

(OREGON PUBLIC WORKS)

TO: Oregon State Department of Transportation
Transportation Building
Salem, Oregon 97310

NOTICE IS HEREBY GIVEN That the undersigned, Farwest Steel Corporation has a claim for Structural Steel in the sum of Sixty Eight Thousand One Hundred Twenty Six and 48/100 Dollars ($68,126.48) against the bond taken from R.A. Hatch Co. as principal, and Industrial Indemnity Company as surety or sureties for the work of the Oregon Department of Transportation Contract No. 9594, Multnomah County Columbia River Highway, N.E. 39th Avenue - N.E. 87th Avenue Section.

Dated this 13th day of February, 1986.

Farwest Steel Corporation

C. W. Cooley
Treasurer

RECEIVED
FEB 18 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CWC/sh

Post Office Box 889 • Eugene, Oregon 97440 • 503/686-2000

NOTICE OF CLAIM ON PAYMENT BOND
(OREGON PUBLIC WORKS)

STATE OF OREGON)
LANE COUNTY) SS.
)

TO: R. A. Hatch Co.
P. O. Box 6179
Bend, Oregon 97708

YOU ARE HEREBY NOTIFIED That the undersigned, FARWEST STEEL CORPORATION has a claim in the sum of Sixty Eight Thousand One Hundred Twenty Six and 48/100 Dollars ($68,126.48), due against the bond taken from R.A. HATCH CO., as principal and Industrial Indemnity Company as surety, for the work or labor and materials performed or furnished by us on the ODOT CONTRACT NO. 9594.

YOU ARE FURTHER NOTIFIED That the undersigned performed labor and/or furnished materials consisting of the following:
STRUCTURAL STEEL

That the labor and/or materials above-described were performed and/or furnished by virtue of and for use in the performance of that certain contract between the principal and public body above-described, to wit:

OREGON DEPARTMENT OF TRANSPORTATION
Contract No. 9594
Multnomah County Columbia River Highway,
NE 39th Avenue - NE 87th Avenue Section

That said materials and/or labor were furnished to and received by RON PLATT MANUFACTURING, INC. with authority to receive the same and that a claim for payment therefore is hereby asserted against you.

That the last performance of labor and/or furnishing of materials by the undersigned was on the 23rd day of August 1985, which labor was performed and/or materials were furnished as follows:

STRUCTURAL STEEL

You are notified and notice is sent pursuant to and in compliance with the laws of the State of Oregon, as set forth in ORS 279.526 and the amount above-claimed as due and owing is that sum remaining after due allowance for all just credits and offsets.

Dated this 13th day of February, 1986.

FARWEST STEEL CORPORATION
Post Office Box 889
Eugene, Oregon 97440

C. W. Cooley
Treasurer

CWC/sh

COPY

RECEIVED
FEB 18 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

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            FARWEST STEEL CORPORATION - A/R LEDGER - YEARLY

        JAN 1,1983 TO DEC 31,1983

      RON PLATT MFG - USH 9594                        71028
      200 S.E. BRIDGEFORD BLVD.
      BEND              OR    97702          11/82


CASH INC 12/31/83  INV INC 12/31/83            STROM     AR-01  IN-

                                                     BALANCE
    1/18/83 INVOICE     001903    171.41              171.41
  INFO ONLY    CURRENT  30 DAY    60 DAY    90 DAY
    1/31/83    171.41                                 171.41

  INFO ONLY    CURRENT  30 DAY    60 DAY    90 DAY
    2/28/83             171.41                        171.41

    3/07/83 INVOICE     007993  1,632.02            1,803.43
    3/07/83 INVOICE     007994  1,602.36            3,405.79
    3/11/83 INVOICE     008711  1,002.49            4,408.28
  INFO ONLY    CURRENT  30 DAY    60 DAY    90 DAY
    3/31/83  4,236.87             171.41            4,408.28

  INFO ONLY    CURRENT  30 DAY    60 DAY    90 DAY
    4/30/83           4,236.87              171.41  4,408.28

    5/31/83 CASH PMT                        171.41- 4,236.87
  INFO ONLY    CURRENT  30 DAY    60 DAY    90 DAY
    5/31/83                     4,236.87            4,236.87

    6/21/83 SER. CHG.   023727     88.03            4,324.90
  INFO ONLY    CURRENT  30 DAY    60 DAY    90 DAY
    6/30/83                               4,236.87  4,324.90

    7/26/83 SER. CHG.   029532     84.74            4,409.64
    7/28/83 CASH PMT                      4,236.87-   172.77
  INFO ONLY    CURRENT  30 DAY    60 DAY    90 DAY
    7/31/83                                           172.77

    8/18/83 SER. CHG.   033976              172.77-
    8/23/83 INVOICE     034784    141.20              141.20
    8/25/83 INVOICE     035243  1,216.96            1,358.16
    8/30/83 INVOICE     035947    738.86            2,097.02
  INFO ONLY    CURRENT  30 DAY    60 DAY    90 DAY
    8/31/83  2,097.02                               2,097.02

  INFO ONLY    CURRENT  30 DAY    60 DAY    90 DAY
    9/30/83           2,097.02                      2,097.02

   10/31/83 INVOICE     047304  7,100.20            9,197.22
   10/31/83 INVOICE     047305 46,333.20           55,530.42
  INFO ONLY    CURRENT  30 DAY    60 DAY    90 DAY
   10/31/83 53,433.40           2,097.02           55,530.42
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                FARWEST STEEL CORPORATION - A/R LEDGER - YEARLY

         JAN 1,1983 TO DEC 31,1983

            RON PLATT MFG - OSH 9594                                 71028
   CASH INC 12/31/83  INV INC 12/31/83           PAGE     2

        11/02/83   INVOICE        047639        35.67                   55,566.09
        11/02/83   INVOICE        047640       215.72                   55,781.81
        11/07/83   INVOICE        048232       267.00                   56,048.81
        11/15/83   INVOICE        049631     3,231.64                   59,280.45
        11/17/83   SER. CHG.      050215        41.94                   59,322.39
      INFO ONLY         CURRENT      30 DAY      60 DAY      90 DAY
        11/30/83     3,750.03   53,433.40                  2,097.02     59,322.39

        12/08/83   INVOICE        053435     6,343.53                   65,665.92
        12/13/83   INVOICE        054102     4,991.51                   70,657.43
        12/15/83   INVOICE        054578       448.42                   71,105.85
        12/19/83   SER. CHG.      055027        41.94                   71,147.79
        12/19/83   INVOICE        055028       373.16                   71,520.95
        12/20/83   INVOICE        055322     3,043.28                   74,564.23
        12/27/83   INVOICE        056038        63.07                   74,627.30
        12/27/83   INVOICE        056039       653.40                   75,280.70
        12/29/83   INVOICE        056423        47.64                   75,328.34
        12/31/83   CREDIT MEMO    056670                   215.72-      75,112.62
      INFO ONLY         CURRENT      30 DAY      60 DAY      90 DAY
        12/31/83    15,748.29    3,750.03   53,433.40    2,097.02     75,112.62
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              FARWEST STEEL CORPORATION - A/R LEDGER                         RAR59

              JAN 1, 1984 TO DEC 31, 1984

              PLATT MFG.; RON                                     71027
              200 S.E. BRIDGEFORD BLVD.
              BEND                  OR      97702                 6/80  AR-01  IN-

     JOB 0001 USH 9594                                            5,000.00

     D&B  0/00  OACM  0/00  FIN STMT  0/00  BANK                      STROM
     CREDIT GUIDE   . 8,000     HIGH BAL THIS YEAR              203,100

83-OPENSV 12/31/83 SVC CHARGE                 83.88
           1/31/84 ADJUSTMENT                                  83.88-           .00   31

83-OPEN09  9/30/83 INVOICE                 2,097.02
           3/16/84 PAYMENT                                   2,097.02-          .00  168

83-OPEN10 10/31/83 INVOICE                53,433.40
           1/17/84 PAYMENT                                  53,433.40-          .00   78

83-OPEN11 11/30/83 INVOICE                 3,750.03
           1/17/84 PAYMENT                                   3,231.64-
           6/20/84 PAYMENT                                     518.39-          .00  203

83-OPEN12 12/31/83 INVOICE                15,748.29
           6/20/84 PAYMENT                                  15,748.29-          .00  172

84-000796  1/10/84 INVOICE    121246       4,914.52
          11/27/84 PAYMENT                                   4,914.52-          .00  322

84-000797  1/10/84 INVOICE    121247       2,434.84
          11/27/84 PAYMENT                                   2,366.39-        68.45  356

84-001212  1/12/84 INVOICE    010251         924.57                          924.57  354

84-001216  1/12/84 INVOICE    010587                                            .00    0

84-001503  1/13/84 INVOICE    010252         258.38                          258.38  353

84-002224  1/18/84 INVOICE    011411         353.93                          353.93  348

84-002225  1/18/84 INVOICE    011464         979.33                          979.33  348

84-002226  1/18/84 INVOICE    011466       5,601.20
           6/20/84 PAYMENT                                   5,601.20-          .00  154

84-002557  1/19/84 SVC CHARGE S01130                           83.88-
           1/31/84 ADJUSTMENT                  83.88                            .00   12

84-002558  1/19/84 INVOICE    011442           8.38
           6/20/84 PAYMENT                                       8.38-          .00  153

84-003128  1/23/84 INVOICE    011878          65.94
           6/20/84 PAYMENT                                      65.94-          .00  149

84-003604  1/25/84 INVOICE    010685       2,482.76                        2,482.76  341
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FARWEST STEEL CORPORATION - A/R LEDGER RAR59

JAN 1, 1984 TO DEC 31, 1984

PLATT MFG.; RON 71027 PAGE 2
JOB 0001 OSH 9594 5,000.00

84-003605	1/25/84	INVOICE	122389	552.00		552.00	341
84-004268	1/30/84	INVOICE	012181	4,380.58		4,380.58	336
84-006209	2/09/84	INVOICE	010684	3,148.77		3,148.77	326
84-008165	2/21/84	INVOICE	012957	1,413.09		1,413.09	314
84-008167	2/21/84	INVOICE	021252			.00	0
84-008345	2/22/84	INVOICE	021062	781.34		781.34	313
84-009581	2/28/84	INVOICE	021330	2,039.99		2,039.99	307
84-009582	2/28/84	INVOICE	022226	645.10		645.10	307
84-010123	2/29/84	INVOICE	013176	2,775.30		2,775.30	306
84-010124	2/29/84	INVOICE	022225	3,238.00		3,238.00	306
84-010612	3/05/84	INVOICE	012530	7,269.80			
012097	3/13/84	DB MEMO	030977			7,269.80	301
84-010614	3/05/84	INVOICE	022955	569.55		569.55	301
84-010804	3/06/84	INVOICE	013175	6,406.18		6,406.18	300
84-011308	3/08/84	INVOICE	013174	10,733.12		10,733.12	298
84-011606	3/09/84	INVOICE	023020	270.00		270.00	297
84-011807	3/12/84	INVOICE	021329	3,383.22			
044221	8/17/84	CR MEMO	081847		3,065.69-	317.53	294
84-012093	3/13/84	INVOICE	021331	2,428.32		2,428.32	293
84-013459	3/19/84	INVOICE	031290	186.97		186.97	287
84-015378	3/28/84	INVOICE	021060	6,620.80		6,620.80	278
84-015678	3/29/84	INVOICE	032957	91.57		91.57	277
84-016343	3/31/84	INVOICE	033013	530.68		530.68	275
84-018207	4/12/84	INVOICE	040722	616.26		616.26	263
84-018208	4/12/84	INVOICE	040894	1,006.27		1,006.27	263
84-018891	4/13/84	INVOICE	040895	1,528.70		1,528.70	262

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          FARWEST STEEL CORPORATION - A/R LEDGER                      RAR59

          JAN 1, 1984 TO DEC 31, 1984

          PLATT MFG.; RUN                               71027    PAGE    3
 JOB 0001 CSH 9594                                      5,000.00

84-019903  4/19/84  INVOICE     041756   1,173.26                 1,173.26  256
84-020200  4/20/84  INVOICE     040232     734.47                   734.47  255
84-020759  4/24/84  INVOICE     041844     936.81                   936.81  251
84-020760  4/24/84  INVOICE     041845     690.53                   690.53  251
84-020761  4/24/84  INVOICE     041850   2,129.51                 2,129.51  251
84-021318  4/26/84  INVOICE     040254     719.58                   719.58  249
84-021320  4/26/84  INVOICE     042112     302.00                   302.00  249
84-021321  4/26/84  INVOICE     042113     792.50                   792.50  249
84-022014  4/30/84  INVOICE     043230     139.19                   139.19  245
84-022282  4/30/84  INVOICE     041945     284.00                   284.00  245
84-022700  5/03/84  INVOICE     041058     362.78                   362.78  242
84-022701  5/03/84  INVOICE     041920     506.25                   506.25  242
84-022703  5/03/84  INVOICE     043493     134.47                   134.47  242
84-022704  5/03/84  INVOICE     050184     126.18                   126.18  242
84-023123  5/07/84  INVOICE     050228                                  .00    0
84-023125  5/07/84  INVOICE     050238      20.20                    20.20  238
84-023484  5/08/84  INVOICE     041631   5,263.80                 5,263.80  237
84-023485  5/08/84  INVOICE     041675   4,108.85                 4,108.85  237
84-023983  5/10/84  INVOICE     050986     111.15                   111.15  235
84-024525  5/14/84  INVOICE     051177     434.14                   434.14  231
84-025249  5/15/84  INVOICE     041630  11,544.65                11,544.65  230
84-025780  5/17/84  INVOICE     051353     764.68                   764.68  228
84-025781  5/17/84  INVOICE     051354   1,012.94                 1,012.94  228
84-026076  5/18/84  INVOICE     043265     329.50                   329.50  227
84-026769  5/23/84  INVOICE     103060  11,120.85                11,120.85  222
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                FARWEST STEEL CORPORATION - A/R LEDGER                      RAR59

                JAN 1, 1984 TO DEC 31, 1984

                PLATT MFG.; RON                               71027     PAGE    4
          JOB 0001 CSH 9594                                   5,000.00

84-030071   6/11/84 INVOICE     060744      182.13                    182.13   203

84-030336   6/12/84 INVOICE     041641    5,150.13
   030892   6/14/84 CR MEMO     061451                              5,150.13   202

84-030337   6/12/84 INVOICE     052495      448.80                    448.80   202

84-030338   6/12/84 INVOICE     053504      420.60                    420.60   202

84-032469   6/20/84 INVOICE     051616      584.32                    584.32   194

84-034953   6/30/84 INVOICE     062986      135.84                    135.84   184

84-040421   7/31/84 INVOICE     072938      812.35                    812.35   153

84-046659   8/30/84 INVOICE     083166      375.50                    375.50   123

84-047876   9/06/84 INVOICE     083666    1,004.52                  1,004.52   116

84-048055   9/07/84 INVOICE     082984      169.47                    169.47   115

84-050283   9/18/84 INVOICE     091352       83.29                     83.29   104

84-051153   9/21/84 INVOICE     091351      233.88                    233.88   101

84-051316   9/24/84 INVOICE     092286      615.19                    615.19    98

84-052217   9/27/84 INVOICE     092532      739.09                    739.09    95

84-054915  10/11/84 INVOICE     093066      403.92                    403.92    81

84-055412  10/15/84 INVOICE     083928      612.61                    612.61    77

84-055413  10/15/84 INVOICE     090018      728.99                    728.99    77

84-058354  10/29/84 INVOICE     103065      346.52                    346.52    63

84-058616  10/30/84 INVOICE     102943       91.41                     91.41    62

84-059319  10/31/84 INVOICE     103328      271.12                    271.12    61

84-060030  11/06/84 INVOICE     110277      237.74                    237.74    55

84-063265  11/26/84 INVOICE     112038    1,628.90                  1,628.90    35

84-067221  12/18/84 INVOICE     121289      432.66                    432.66    13

84-067222  12/18/84 INVOICE     121554      280.53                    280.53    13

84-068947  12/28/84 INVOICE     122157      275.20                    275.20     3

                                   12/31/84 BALANCE          122,624.34
                FARWEST STEEL CORPORATION - A/R LEDGER                  RAR59

                JAN 1, 1985 TO DEC 31, 1985

                PLATT MFG.; RCN                                71027
                200 S.E. BRIDGEFORD BLVD.
                BEND                    OR      97702          6/80  AR-01  IN-

         JOB 0001 OSH 9594                                     5,000.00

         D&B  0/00  OACM   0/00  FIN STMT  0/00  BANK              STROM      TERMS
         CREDIT GUIDE      1,000    HIGH BAL THIS YEAR      213,313

      84-000797  1/10/84 INVOICE    121247   2,434.84
                11/27/84 PAYMENT                               2,366.39-
                 1/15/85 PAYMENT                                  68.45-         .00  371

      84-001212  1/12/84 INVOICE    010251     924.57
                 1/15/85 PAYMENT                                 924.57-         .00  369

      84-001503  1/13/84 INVOICE    010252     258.38
                 1/15/85 PAYMENT                                 258.38-         .00  368

      84-002224  1/18/84 INVOICE    011411     353.93
                 1/15/85 PAYMENT                                 353.93-         .00  363

      84-002225  1/18/84 INVOICE    011464     979.33
                 1/15/85 PAYMENT                                 979.33-         .00  363

      84-003604  1/25/84 INVOICE    010685   2,482.76
                 1/15/85 PAYMENT                               2,482.76-         .00  356

      84-003605  1/25/84 INVOICE    122389     552.00
                 1/15/85 PAYMENT                                 552.00-         .00  356

      84-004268  1/30/84 INVOICE    012181   4,380.58
                 1/15/85 PAYMENT                               4,380.58-         .00  351

      84-006209  2/09/84 INVOICE    010684   3,148.77
                 1/15/85 PAYMENT                               3,148.77-         .00  341

      84-008165  2/21/84 INVOICE    012957   1,413.09
                 1/15/85 PAYMENT                               1,413.09-         .00  329

      84-008345  2/22/84 INVOICE    021062     781.34
                 1/15/85 PAYMENT                                 781.34-         .00  328

      84-009581  2/28/84 INVOICE    021330   2,039.99
                 1/15/85 PAYMENT                               2,039.99-         .00  322

      84-009582  2/28/84 INVOICE    022226     645.10
                 1/15/85 PAYMENT                                 645.10-         .00  322

      84-010123  2/29/84 INVOICE    013176   2,775.30
                 1/15/85 PAYMENT                               2,775.30-         .00  321

      84-010124  2/29/84 INVOICE    022225   3,238.00
                 1/15/85 PAYMENT                               3,238.00-         .00  321
                 FARWEST STEEL CORPORATICN - A/R LEDGER                      RAR59

                 JAN 1, 1985 TO DEC 31, 1985

                 PLATT MFG.; RON                                  71027    PAGE     2
           JCB 0001 OSH 9594                                      5,000.CO

 84-010612   3/05/84 INVOICE       012530    7,269.80
    012097   3/13/84 DB MEMO       030977
             4/24/85 PAYMENT                              7,269.80-             .00   415

 84-010614   3/05/84 INVOICE       022955      569.55
             4/24/85 PAYMENT                                569.55-             .00   415

 84-010804   3/06/84 INVOICE       013175    6,406.18
             4/24/85 PAYMENT                              6,406.18-             .00   414

 84-011308   3/08/84 INVOICE       013174   10,733.12
             4/24/85 PAYMENT                             10,733.12-             .00   412

 84-011606   3/09/84 INVOICE       023020      270.00
             4/24/85 PAYMENT                                270.00-             .00   411

 84-011807   3/12/84 INVOICE       021329    3,383.22
    044221   8/17/84 CR MEMO       081847                 3,065.69-
             4/24/85 PAYMENT                                317.53-             .00   408

 84-012093   3/13/84 INVOICE       021331    2,428.32
             4/24/85 PAYMENT                              2,428.32-             .00   407

 84-013459   3/19/84 INVOICE       031290      186.97
             4/24/85 PAYMENT                                186.97-             .00   401

 84-015378   3/28/84 INVOICE       021060    6,620.80
             4/24/85 PAYMENT                              6,620.80-             .00   392

 84-015678   3/29/84 INVOICE       032957       91.57
             4/24/85 PAYMENT                                 91.57-             .00   391

 84-016343   3/31/84 INVOICE       033013      530.68
             4/24/85 PAYMENT                                106.16-
             5/08/85 PAYMENT                                424.52-             .00   403

 84-018207   4/12/84 INVOICE       040722      616.26
             5/08/85 PAYMENT                                616.26-             .00   391

 84-018208   4/12/84 INVOICE       040894    1,006.27
             5/08/85 PAYMENT                              1,006.27-             .00   391

 84-018891   4/13/84 INVOICE       040895    1,528.70
             5/08/85 PAYMENT                              1,528.70-             .00   390

 84-019903   4/19/84 INVOICE       041756    1,173.26
             5/08/85 PAYMENT                              1,173.26-             .00   384

 84-020200   4/20/84 INVOICE       040232      734.47
             5/08/85 PAYMENT                                734.47-             .00   383
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          FARWEST STEEL CORPORATION - A/R LEDGER                         RAR59

          JAN 1, 1985 TO DEC 31, 1985

          PLATT MFG.; RON                                   71027    PAGE    3
      JOB 0001 OSH 9594                                     5,000.00

84-020759  4/24/84 INVOICE   041844     936.81
           5/08/85 PAYMENT                         936.81-          .00  379

84-020760  4/24/84 INVOICE   041845     690.53
           5/08/85 PAYMENT                         690.53-          .00  379

84-020761  4/24/84 INVOICE   041850   2,129.51
           5/08/85 PAYMENT                         379.39-     1,750.12  616

84-021318  4/26/84 INVOICE   040254     719.58                   719.58  614

84-021320  4/26/84 INVOICE   042112     302.00                   302.00  614

84-021321  4/26/84 INVOICE   042113     792.50                   792.50  614

84-022014  4/30/84 INVOICE   043230     139.19                   139.19  610

84-022282  4/30/84 INVOICE   041945     284.00                   284.00  610

84-022700  5/03/84 INVOICE   041058     362.78                   362.78  607

84-022701  5/03/84 INVOICE   041920     506.25                   506.25  607

84-022703  5/03/84 INVOICE   043493     134.47                   134.47  607

84-022704  5/03/84 INVOICE   050184     126.18                   126.18  607

84-023125  5/07/84 INVOICE   050238      20.20                    20.20  603

84-023484  5/08/84 INVOICE   041631   5,263.80                 5,263.80  602

84-023485  5/08/84 INVOICE   041675   4,108.85                 4,108.85  602

84-023983  5/10/84 INVOICE   050986     111.15                   111.15  600

84-024525  5/14/84 INVOICE   051177     434.14                   434.14  596

84-025249  5/15/84 INVOICE   041630  11,544.65                11,544.65  595

84-025780  5/17/84 INVOICE   051353     764.68                   764.68  593

84-025781  5/17/84 INVOICE   051354   1,012.94                 1,012.94  593

84-026076  5/18/84 INVOICE   043265     329.50                   329.50  592

84-026769  5/23/84 INVOICE   103060  11,120.85                11,120.85  587

84-030071  6/11/84 INVOICE   060744     182.13                   182.13  568

84-030336  6/12/84 INVOICE   041641   5,150.13
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FARWEST STEEL CORPORATION - A/R LEDGER RAR59

JAN 1, 1985 TO DEC 31, 1985

PLATT MFG.; RON 71027 PAGE 4
JOB 0001 OSH 9594 5,000.00

84-030336 030892	6/14/84	CR MEMO	061451		5,150.13	567
84-030337	6/12/84	INVOICE	052495	448.80	448.80	567
84-030338	6/12/84	INVOICE	053504	420.60	420.60	567
84-032469	6/20/84	INVOICE	051616	584.32	584.32	559
84-034953	6/30/84	INVOICE	062986	135.84	135.84	549
84-040421	7/31/84	INVOICE	072938	812.35	812.35	518
84-046659	8/30/84	INVOICE	083166	375.50	375.50	488
84-047876	9/06/84	INVOICE	083666	1,004.52	1,004.52	481
84-048055	9/07/84	INVOICE	082984	169.47	169.47	480
84-050283	9/18/84	INVOICE	091352	83.29	83.29	469
84-051153	9/21/84	INVOICE	091351	233.88	233.88	466
84-051316	9/24/84	INVOICE	092286	615.19	615.19	463
84-052217	9/27/84	INVOICE	092532	739.09	739.09	460
84-054915	10/11/84	INVOICE	093066	403.92	403.92	446
84-055412	10/15/84	INVOICE	083928	612.61	612.61	442
84-055413	10/15/84	INVOICE	090018	728.99	728.99	442
84-058354	10/29/84	INVOICE	103065	346.52	346.52	428
84-058616	10/30/84	INVOICE	102943	91.41	91.41	427
84-059319	10/31/84	INVOICE	103328	271.12	271.12	426
84-060030	11/06/84	INVOICE	110277	237.74	237.74	420
84-063265	11/26/84	INVOICE	112038	1,628.90	1,628.90	400
84-067221	12/18/84	INVOICE	121289	432.66	432.66	378
84-067222	12/18/84	INVOICE	121554	280.53	280.53	378
84-068947	12/28/84	INVOICE	122157	275.20	275.20	368
85-001031	1/10/85	INVOICE	010649	90.83	90.83	355

FARWEST STEEL CORPORATION - A/R LEDGER RAR59

JAN 1, 1985 TO DEC 31, 1985

PLATT MFG.; RON
JOB 0001 CSH 9594 71027 PAGE 5
5,000.00

85-001716	1/15/85	INVOICE	010638	126.78	126.78	350
85-010444	3/04/85	INVOICE	010639	212.51	212.51	302
85-014748	3/28/85	INVOICE	032663	298.44	298.44	278
85-015359	3/29/85	INVOICE	032861	301.18	301.18	277
85-016869	4/10/85	INVOICE	040373	4,333.00	4,333.00	265
85-017150	4/11/85	INVOICE	040372	901.45	901.45	264
85-017151	4/11/85	INVOICE	040397		.00	0
85-017365	4/12/85	INVOICE	040810	1,871.60	1,871.60	263
85-020087	4/26/85	INVOICE	040991	156.30	156.30	249
85-023681	5/16/85	INVOICE	051375	253.00	253.00	229
85-024491	5/20/85	INVOICE	050288		.00	0
85-025002	5/22/85	INVOICE	050268	2,711.63	2,711.63	223
85-025783	5/28/85	INVOICE	052785	107.18	107.18	217
85-037993	7/29/85	INVOICE	072902	62.37	62.37	155
85-044150	8/28/85	INVOICE	082684	607.67	607.67	125

12/31/85 BALANCE 68,126.48

35 PAID REGULAR INVOICES 353 AVG. DAYS TO PAY

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          FARWEST STEEL CORPORATION - A/R LEDGER                    RAR59

          JAN 1, 1986 TO JAN 31, 1986

          PLATT MFG.; RON                                 71027
          200 S.E. BRIDGEFORD BLVD.
          BEND                   OR        97702          6/80  AR-01  IN-

  JCB 0001 CSH 9594                                       5,000.00

  D&B  0/00  OACN  0/00  FIN STMT  0/00  BANK                STROM    TERMS
  CREDIT GUIDE       1,000     HIGH BAL THIS YEAR     197,464

84-020761  4/24/84 INVOICE    041850   2,129.51
           5/08/85 PAYMENT                             379.39-    1,750.12  647

84-021318  4/26/84 INVOICE    040254     719.58                     719.58  645

84-021320  4/26/84 INVOICE    042112     302.00                     302.00  645

84-021321  4/26/84 INVOICE    042113     792.50                     792.50  645

84-022014  4/30/84 INVOICE    043230     139.19                     139.19  641

84-022282  4/30/84 INVOICE    041945     284.00                     284.00  641

84-022700  5/03/84 INVOICE    041058     362.78                     362.78  638

84-022701  5/03/84 INVOICE    041920     506.25                     506.25  638

84-022703  5/03/84 INVOICE    043493     134.47                     134.47  638

84-022704  5/03/84 INVOICE    050184     126.18                     126.18  638

84-023125  5/07/84 INVOICE    050238      20.20                      20.20  634

84-023484  5/08/84 INVOICE    041631   5,263.80                   5,263.80  633

84-023485  5/08/84 INVOICE    041675   4,108.85                   4,108.85  633

84-023983  5/10/84 INVOICE    050986     111.15                     111.15  631

84-024525  5/14/84 INVOICE    051177     434.14                     434.14  627

84-025249  5/15/84 INVOICE    041630  11,544.65                  11,544.65  626

84-025780  5/17/84 INVOICE    051353     764.68                     764.68  624

84-025781  5/17/84 INVOICE    051354   1,012.94                   1,012.94  624

84-026076  5/18/84 INVOICE    043265     329.50                     329.50  623

84-026769  5/23/84 INVOICE    103060  11,120.85                  11,120.85  618

84-030071  6/11/84 INVOICE    060744     182.13                     182.13  599

84-030336  6/12/84 INVOICE    041641   5,150.13
   030892  6/14/84 CR MEMO    061451                              5,150.13  598
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FARWEST STEEL CORPORATION - A/R LEDGER RAR59

JAN 1, 1986 TO JAN 31, 1986

PLATT MFG.: RON
JOB 0001 OSH 9594 71027 PAGE 2
5,000.00

84-030337	6/12/84	INVOICE	052495	448.80	448.80	598
84-030338	6/12/84	INVOICE	053504	420.60	420.60	598
84-032469	6/20/84	INVOICE	051616	584.32	584.32	590
84-034953	6/30/84	INVOICE	062986	135.84	135.84	580
84-040421	7/31/84	INVOICE	072938	812.35	812.35	549
84-046659	8/30/84	INVOICE	083166	375.50	375.50	519
84-047876	9/06/84	INVOICE	083666	1,004.52	1,004.52	512
84-048055	9/07/84	INVOICE	082984	169.47	169.47	511
84-050283	9/18/84	INVOICE	091352	83.29	83.29	500
84-051153	9/21/84	INVOICE	091351	233.88	233.88	497
84-051316	9/24/84	INVOICE	092286	615.19	615.19	494
84-052217	9/27/84	INVOICE	092532	739.09	739.09	491
84-054915	10/11/84	INVOICE	093066	403.92	403.92	477
84-055412	10/15/84	INVOICE	083928	612.61	612.61	473
84-055413	10/15/84	INVOICE	090018	728.99	728.99	473
84-058354	10/29/84	INVOICE	103065	346.52	346.52	459
84-058616	10/30/84	INVOICE	102943	91.41	91.41	458
84-059319	10/31/84	INVOICE	103328	271.12	271.12	457
84-060030	11/06/84	INVOICE	110277	237.74	237.74	451
84-063265	11/26/84	INVOICE	112038	1,628.90	1,628.90	431
84-067221	12/18/84	INVOICE	121289	432.66	432.66	409
84-067222	12/18/84	INVOICE	121554	280.53	280.53	409
84-068947	12/28/84	INVOICE	122157	275.20	275.20	399
85-001031	1/10/85	INVOICE	010649	90.83	90.83	386
85-001716	1/15/85	INVOICE	010638	126.78	126.78	381

FARWEST STEEL CORPORATION - A/R LEDGER RAR59

JAN 1, 1986 TO JAN 31, 1986

PLATT MFG.; RON
JOB 0001 OSH 9594 71027 PAGE 3
5,000.00

85-010444	3/04/85	INVOICE	010639	212.51	212.51	333
85-014748	3/28/85	INVOICE	032663	298.44	298.44	309
85-015359	3/29/85	INVOICE	032861	301.18	301.18	308
85-016869	4/10/85	INVOICE	040373	4,333.00	4,333.00	296
85-017150	4/11/85	INVOICE	040372	901.45	901.45	295
85-017365	4/12/85	INVOICE	040810	1,871.60	1,871.60	294
85-020087	4/26/85	INVOICE	040991	156.30	156.30	280
85-023681	5/16/85	INVOICE	051375	253.00	253.00	260
85-025002	5/22/85	INVOICE	050268	2,711.63	2,711.63	254
85-025783	5/28/85	INVOICE	052785	107.18	107.18	248
85-037993	7/29/85	INVOICE	072902	62.37	62.37	186
85-044150	8/28/85	INVOICE	082684	607.67	607.67	156

1/31/86 BALANCE 68,126.48

0 PAID REGULAR INVOICES AVG. DAYS TO PAY

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER
20761

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

SHIP TO: BEND, OR

CUST JOB:

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
4/24/84	STROM	4/16/84	1596	RON	041850	4/20/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DOMESTIC A-36 MAT'L W/ CERTS					
	OSHD INSPECTION REQUIRED					
	CONTRACT #9594 RESTRAINING GATE					
51	CHANNEL 4 X 5.4	40'	11,016	CWT	17.75	1955.34
1	CHANNEL 4 X 5.4	20'	108	CWT	17.75	19.17
	SAWCUT: 206 PCS @ 9' - 6"					
	SAWCUTTING #2 - EUGENE					140.00
	SEND ALL					
	ALL FROM LIST #3					
	CERTIFICATION - EUGENE					15.00
	FREIGHT - EUGENE					.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 11,124

TOTAL AMOUNT ▶ 2,129.51

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest, unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779 6620	LOCAL	336 2
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800 632 5
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800 635 6

YOUR ORDER NO. BR 1 041850
REQUIRED 04/20/84
CUSTOMER P.O. No. 1596
DATE SHIPPED 4/20/84
CUSTOMER NO. 71027 (503) 389-4665
JOB NUMBER
DATE ORDERED 04/16/84
FILLED BY
SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON
CREDIT | PPD | COL | BY 020
LOADED BY
SHIP VIA OT
SHIP TO: BEND, OR
SHIP ST. OR | SHIP CO. | FBC E | FZ G
DELIVERED BY

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		DOMESTIC A-36 MAT'L W/ CERTS					
		OSHD INSPECTION REQUIRED					
		CONTRACT #9594 RESTRAINING GATE					
51	51	CHANNEL 4 X 5.4	40'	11,016			
1	1	CHANNEL 4 X 5.4	20'	108			
		SAWCUT: 206 PCS @ 9' - 6'					
		SAWCUTTING #2 - EUGENE					
		SEND ALL					
		ALL FROM LIST #3					
		CERTIFICATION - EUGENE					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

R.E. Platt

DOMESTIC
MFG.______
HEAT NO.______

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 11,124

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER
21318

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
4/26/84	STROM	4/03/84	1596	RON	040254	4/20/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CUSTOMER MATERIAL				
	CONTRACT #9594-BRIDGE RAIL				
	MAT'L HAS BEEN STATE INSPECTED				
	661-SQHR 1" X 20'-0				
	SAWCUT: 1322 @ 6'-11 3/4"				
	W/DROP OF APPROX. 6'-1 1/2"				
	661 PCS.				
	SAWCUTTING #2 - EUGENE				360.00
	FABRICATION - EUGENE				359.58
	SEND ALL TO REBAR FOR FORMING				
	44948#				
	FREIGHT - EUGENE				.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶

TOTAL AMOUNT ▶ 719.58

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

litho ® Moore Business Forms, Inc.

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 3[illegible] days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to, earthquakes, fires, floods, riots, or other civil disorder, any act of war, strikes, mill shortages, freight embargoes or transportation delays, shortages of labor, fuel or power, inability to secure materials or supplies at current prices or on account of shortages thereof, acts of God or of any public enemy, any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. [illegible] claims for shortages or damaged material will be valid or recognized by Farwest unless written [illegible] to Farwest within five (5) days from the date of [illegible]

7. Limited Warranty. Farwest warrants only to the [illegible] AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF USE AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

[illegible] FARWEST'S LIABILITY [illegible] LIMITED TO [illegible] REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE [illegible]

8. Taxes [illegible]

9. [illegible]

STAPLE HERE

OUR ORDER NO. BR 1 040254

REQUIRED 04/20/84

CUSTOMER P.O. No. 1596

DATE SHIPPED 4/25

CUSTOMER NO. 71027 (503) 389-4665

JOB NUMBER

DATE ORDERED 04/03/84

FARWEST STEEL
CORPORATION

SOLD TO:
RON PLATT MFG
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND, OR

CREDIT	PPD	COL	BY
			020

SHIP VIA OT

SHIP ST	SHIP CO	FBC	FZ
OR		E	G

FILLED BY.

LOADED BY

DELIVERED BY

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336 [illegible]
OREGON WATS	800-452-5091			OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800 632 [illegible]
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800 635 [illegible]

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		CUSTOMER MATERIAL					
		CONTRACT #9594-BRIDGE RAIL					
		MAT'L HAS BEEN STATE INSPECTED					
661		661-SQHR 1" X 20'-0					
		SAWCUT: 1322 @ 6'-11 3/4"					
		W/DROP OF APPROX 6'-1 1/2"					
		661 PCS.					
		SAWCUTTING #2 - EUGENE					
		FABRICATION - EUGENE					
		SEND ALL TO REBAR FOR FORMING					
		449480					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS					

Unless otherwise modified by Invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes; fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER 21320

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

SHIP TO: BEND

CUST JOB:

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
4/26/84	STROM	4/18/84	1596	RON	042112	4/25/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	A500 GRADE B W/CERTIFICATION					
	OSHD INSPECTION REQUIRED					
	CONTRACT #9594-BRIDGE RAIL					
2	RECT TUBE EW 4 X 2 X .180	40'	80.00	CFT	175.00	140.00
	SAWCUT: 2 @ 25' - 5"					
	SEND ALL					
	SAWCUTTING #2 - EUGENE					7.00
4	RECT TUBE EW 4 X 2 X .180	20'	80.00	CFT	175.00	140.00
	CERTIFICATION - EUGENE					15.00
	HT #213353					
	PAGE 2 OF 2					
	FREIGHT - EUGENE					.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 1,104

TOTAL AMOUNT ▶ 302.00

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots or other civil disorder; any act of war; strikes, mill shortages, freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control; whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's [illegible] notice specifying in detail the nonconformity [illegible] Farwest's warehouse [illegible] at its expense [illegible] days after [illegible] return the items to Farwest's warehouse [illegible] terms of payment [illegible]. The foregoing [illegible] exclusive remedy [illegible] Farwest shall [illegible] be liable for loss or damage arising out of the use of [illegible] special, or consequential damages or commercial loss of any type or nature.

8. Taxes [illegible] exclusive of all city, state [illegible] federal [illegible] taxes, including but without limitation [illegible]

9. Remedies [illegible] Uniform Commercial Code [illegible] rights and remedies [illegible] governed in [illegible] State of Oregon.

10. Agreement of Sale [illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779 6620	LOCAL IDAHO	336 24
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800-547-9652	WATS	800 632 59
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800 635 68

OUR ORDER NO.	042112
REQUIRED	04/23/84
CUSTOMER P.O. No.	1596
JOB NUMBER	
DATE ORDERED	04/18/84
DATE SHIPPED	4-25-84
CUSTOMER NO.	71027
CREDIT	Rw
BY	020
SHIP VIA	OT
SHIP ST	OR
FBC	E
FZ	G
DELIVERED BY	Fred

SOLD TO: 71027 (503) 389-4665
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		A500 GRADE B W/CERTIFICATION					
		OSHD INSPECTION REQUIRED					
		CONTRACT #9594-BRIDGE RAIL					
				552			
2	2	RECT TUBE EW 4 X 2 X .180	40'				
		SAWCUT: 2 @ 25' - 5'					
		SEND ALL					
		SAWCUTTING #2 - EUGENE					
				552			
4	4	RECT TUBE EW 4 X 2 X .180	20'				
		CERTIFICATION - EUGENE					
		HT #213353					
		PAGE 2 OF 2					
		2 X PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS					

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

Tony Rofosen
SIGNATURE

TOTALS ▶ 1,104

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

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2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths; and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

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6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

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8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
21321

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
4/26/84	STROM	4/18/84	1596	RON	042113	4/25/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	A500 GRADE B W/CERTIFICATION				
	OSHD INSPECTION REQUIRED				
	CONTRACT #9594-BRIDGE RAIL				
12	RECT TUBE EW 4 X 2 X .180 20'	240.00	CFT	175.00	420.00
	SAWCUT: 4 @ 19' - 4"				
	2 @ 19' - 7 7/8				
	2 @ 19' - 11 3/8				
	4 @ 18' - 3 1/4"				
5	RECT TUBE EW 4 X 2 X .180 40'	200.00	CFT	175.00	350.00
	SAWCUT: 2 @ 24' - 0 7/8"				
	2 @ 14' - 11 5/8				
	2 @ 15' - 9"				
	2 @ 15' - 11 7/8				
	2 @ 16' - 2 3/8				

TOTAL WEIGHT ▶

TOTAL AMOUNT ▶ CONT.

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speediflo ® Moore Business Forms, Inc.

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots or other civil disorder, any act of war; strikes, mill shortages, freight embargoes or transportation delays; shortages of labor, fuel or power, inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse, and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any item by Farwest unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 21321

PAGE 2

SOLD TO: RON PLATT MFG.

CUST JOB:

JOB:

SHIP TO:

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	SEND ALL REMS				22.50
	SAWCUTTING #2 - EUGENE				
	CERTS CHARGED ON OTHER ORDER				
	PAGE 1 OF 2				.00
	FREIGHT - EUGENE				

TOTAL WEIGHT ▶ 3,038

TOTAL AMOUNT ▶ 792.50

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier. F.O.B. shipping point

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any item [illegible] by Farwest [illegible] to conform to the [illegible] FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option [illegible] Buyer [illegible] Farwest [illegible] days from [illegible] Farwest [illegible] determine that [illegible] (3) Buyer [illegible] at it's expense within [illegible] days after [illegible] Farwest [illegible]. The foregoing [illegible] Buyer's [illegible] exclusive remedy [illegible] otherwise and Farwest shall [illegible] any event [illegible] liable for [illegible] incidental, special or consequential damages or commercial loss of any [illegible] nature.

8. Taxes [illegible]

9. Remedies. [illegible]

10. Agreement of Sale. [illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000	LOCAL 382-3036	LOCAL 779-6620	LOCAL 336-24
OREGON WATS 800-452-5091		OUTSIDE OREGON WATS 800-547-9652	IDAHO WATS 800 632-59
OUTSIDE OREGON WATS 800-547-8933			OUTSIDE IDAHO WATS 800 635-68

ORDER NO.	BR 1 042113
REQUIRED	04/23/84
CUSTOMER P.O. No.	
JOB NUMBER	1596
DATE ORDERED	04/18/84
CREDIT	Bud
BY	020
SHIP ST	OR
FBC	E
FZ	G
DATE SHIPPED	4-25-84
FILLED BY	
LOADED BY	
DELIVERED BY	

CUSTOMER NO. 71027 (503) 389-4665

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO:
BEND, OR
QT

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		A500 GRADE B W/CERTIFICATION					
		OSHD INSPECTION REQUIRED					
		CONTRACT #9594-BRIDGE RAIL					
12		RECT TUBE EW 4 X 2 X .180	20'	1,657			
		SAWCUT: 4 @ 19' - 4"					
		2 @ 19' - 7 7/8					
		2 @ 19' - 11 3/8					
		4 @ 18' - 3 1/4"					
5	5	RECT TUBE EW 4 X 2 X .180	40'	1,381			
		SAWCUT: 2 @ 24' - 0 7/8"					
		2 @ 14' - 11 5/8					
		2 @ 15' - 9"					
		2 @ 15' - 11 7/8					
		2 @ [illegible] - [illegible] 3/8					
		Send all items					
		SAWCUTTING #2 - EUGENE					
		Page 1 of 2					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 3038

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

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Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by

FARWEST STEEL
CORPORATION

2000 HENDERSON	EUGENE	OREGON	686-2000
300 N.E. SCOTT ST.	BEND	OREGON	382-3036
741 SO. GRAPE ST.	MEDFORD	OREGON	779-6620
5320 EMERALD ST.	BOISE	IDAHO	336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 22014

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
4/30/84	STROM	4/26/84	1596	RON	043230	4/27/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	BANFIELD #9594					
	A-36 DOMESTIC W/CERTS					
	OK TO MAIL					
7	CHANNEL 4 X 5.4	20'	756	CWT	17.75	134.19
	CERTIFICATION - EUGENE					5.00
	FREIGHT - EUGENE					.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 756

TOTAL AMOUNT ▶ 139.19

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

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10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336 24
OREGON WATS	800-452-5091					IDAHO WATS	800 632 5
OUTSIDE OREGON WATS	800-547-8933			OUTSIDE OREGON WATS	800-547-9652	OUTSIDE IDAHO WATS	800 635 6

STAPLE HERE

OUR ORDER NO. BR 1 043230
CUSTOMER NO. 71027 (503) 389-4665

REQUIRED 04/27/84

CUSTOMER P.O. No. 1596
JOB NUMBER
DATE ORDERED 04/26/84

CREDIT | PPD | COL | BY 020
SHIP VIA OT
SHIP ST. OR | SHIP CO | FBO E | FZ G

DATE SHIPPED 4/27
FILLED BY
LOADED BY
DELIVERED BY

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO:
BEND, OR

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		BANFIELD #9594					
		A-36 DOMESTIC W/CERTS					
		OK TO MAIL					
7	7	CHANNEL 4 X 5.4	20'	756			

DOMESTIC
MFG. ______
HEAT NO. ______

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

______ SIGNATURE

TOTALS ▶ 756

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

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2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest, unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

INVOICE NUMBER 22282

CUST JOB:

SHIP TO: BEND, OR

JOB: 0001 DSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
4/30/84 SHIPPED	STRON	4/17/84	1596	RON	041945	4/30/84		71027	1	TONY

DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
CUSTOMERS' MATERIAL DOMESTIC A-36 MAT'L HAS BEEN STATE INSPECTED CONTRACT #9594- HANDRAIL 125-SQHR 1 1/8 X 20' - 0 SAWCUT: 568 @ 3' - 0 1/4" 284 @ 1' - 3" 284 @ 0' - 8 1/2" SEND ALL				
SAWCUTTING #1 - EUGENE 10,758#				284.00
FREIGHT - EUGENE				.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶

TOTAL AMOUNT ▶ 284.00

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speedifile © Moore Business F

TERMS AND CONDITIONS

1. Terms of Payment. [illegible] following the month [illegible] thereafter.

Unless otherwise [illegible] accounts shall bear [illegible] agrees to [illegible] one and one-half percent [illegible]

Should suit, action, arbitration or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District Court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements. All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots or other civil disorder, any act of war; strikes; mill shortages, freight embargoes or transportation delays; shortages of labor, fuel or power, inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale of any part of the materials by Farwest unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336-2410
OREGON WATS	800-452-5091					IDAHO WATS	800-632-5951
OUTSIDE OREGON WATS	800-547-8933			OUTSIDE OREGON WATS	800-547-9652	OUTSIDE IDAHO WATS	800-635-685

STAPLE HERE

OUR ORDER NO.: BR 1 041945
CUSTOMER NO.: 71027 (503) 389-4665
REQUIRED: 04/30/84
CUSTOMER P.O. NO.: 1596
JOB NUMBER:
DATE ORDERED: 04/17/84
CREDIT: Cw
BY: 020
SHIP VIA: OT
SHIP ST: OR
SHIP CO:
FBC: E
FZ: G
DATE SHIPPED: 4 30
FILLED BY:
LOADED BY:
DELIVERED BY: Cw

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND, OR

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		CUSTOMERS' MATERIAL					
		DOMESTIC A-36					
		MAT'L HAS BEEN STATE INSPECTED					
		CONTRACT #9594- HANDRAIL					
125		125-SQHR 1 1/8 X 20' - 0					
		SAWCUT 568 @ 3' - 0 1/4" D-4					
		284 @ 1' - 3" D-4					
		284 @ 0' - 8 1/2" E-4					
		SEND ALL					
		SAWCUTTING #1 - EUGENE					
		10,758#					

DOMESTIC
MFG. ______
HEAT NO. ______

% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

______ SIGNATURE

TOTALS ▶ 10,069

DELIVERY RECEI

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier; F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest, unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER
22700

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

SHIP TO: BEND, OR

JOB: 0001 DSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/03/84	STROM	4/10/84	1596	RON PLATT	041058	4/30/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CUSTOMER MATERIAL CONTRACT #9594-BRIDGE RAIL MAT'L HAS BEEN STATE INSPECTED 303-SQHR 1" X 20'-0 SAWCUT: 606 PCS @ 6'-11 3/4 W/DROP OF APPROX. 6'-1 1/2 = (303 PCS) 1-SQHR 1" X 20'-0 SAWCUT: 1 @ 6'-11 3/4 1 @ 6'- 7 1/4 HOLD REM OF 6'-5-SHIP TO PLATT 32 - SQHR 1" X 20'-0 SAWCUT: 64 PCS @ 9'-2 1/2 HOLD REMS - SHIP TO PLATT W/FORMED SAWCUTTING #2 - EUGENE				180.00

TOTAL WEIGHT ▶

TOTAL AMOUNT ▶ CONT.

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots, or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy, any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying [illegible] nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage [illegible] of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods [illegible] under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any item supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice [illegible] defect [illegible] days from the date of delivery, (2) Farwest's inspection [illegible] determines that [illegible], (3) Buyer [illegible] at its expense [illegible] return the items to Farwest's warehouse [illegible] terms of payment [illegible]. The foregoing [illegible] Buyer's sole and exclusive remedy [illegible] contract [illegible] otherwise, and [illegible] shall [illegible] be liable for [illegible] of the [illegible] special, or consequential damages [illegible] of any type or nature.

8. Taxes. [illegible] exclusive of all city, state and federal [illegible] including but without limitation, taxes [illegible] consumption, use [illegible]

9. Remedies. [illegible] Uniform Commercial Code [illegible] rights and remedies [illegible] governed [illegible] State of Oregon.

[illegible]

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

SOLD TO: RON PLATT MFG.

PAGE 2

INVOICE NUMBER 22700

CUST JOB:

JOB:

SHIP TO:

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	FABRICATION - EUGENE				182.78
	(22848#)				
	FREIGHT - EUGENE				.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶

TOTAL AMOUNT ▶ 362.78

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speediflo® Moore Business Forms, Inc.

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one half percent per month from due date.

Should suit, action, arbitration or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots or other civil disorder, any act of war, strikes, mill shortages, freight embargoes or transportation delays; shortages of labor, fuel or power, inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy, any existing or future statute, rule, regulation, order, or act of the federal state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery, (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective, (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse, and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items, or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale [illegible] Farwest [illegible] agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779 6620	LOCAL	336 24
OREGON WATS	800-452-5091					IDAHO WATS	800 632 5
OUTSIDE OREGON WATS	800-547-8933			OUTSIDE OREGON WATS	800-547-9652	OUTSIDE IDAHO WATS	800 635

STAPLE HERE

OUR ORDER NO.	BR. 1 041058
REQUIRED	04/23/84
CUSTOMER P.O. No.	1596
CUSTOMER NO.	71027
JOB NUMBER	
DATE ORDERED	04/10/84
CREDIT	
PPD	
COL	
BY	020
SHIP VIA	OT
SHIP ST	OR
SHIP CO	
FBO	E
FZ	G
DATE SHIPPED	4/20
FILLED BY	
LOADED BY	
DELIVERED BY	

SOLD TO:
71027 (503) 389-4665
RON PLATT MFG
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON PLATT

SHIP TO: BEND, OR

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		CUSTOMER MATERIAL					
		CONTRACT #9594-BRIDGE RAIL					
		MAT'L HAS BEEN STATE INSPECTED					
303		303-SQHR 1" X 20'-0					
		SAWCUT: 606 PCS @ 6'-11 3/4 W/DROP					
		OF APPROX. 6'-1 1/2 = (303 PCS)					
1		1-SQHR 1" X 20'-0					
		SAWCUT: 1 @ 6'-11 3/4					
		1 @ 6'-7 1/4					
		HOLD REM OF 6'-5-SHIP TO PLATT					
32		32-SQHR 1" X 20'-0					
		SAWCUT: 64 PCS @ 9'-2 1/2					
		HOLD REMS - SHIP TO PLATT W/FORMED					
		SAWCUTTING #2 - EUGENE					
		FABRICATION - EUGENE					
		(22848#)					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

Tony

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes; fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by [illegible] writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON	•	EUGENE	•	OREGON	•	686-2000
300 N.E. SCOTT ST.	•	BEND	•	OREGON	•	382-3036
741 SO. GRAPE ST.	•	MEDFORD	•	OREGON	•	779-6620
5320 EMERALD ST.	•	BOISE	•	IDAHO	•	336-2410

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

INVOICE NUMBER
22701

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/03/84	STROM	4/17/84	1596	RON	041920	5/02/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CUSTOMERS MAT'L				
	CONTRACT #9594-BRIDGE RAIL				
	MAT'L HAS BEEN STATE INSPECTED				
	659-SQHR 3/4 X 20' - 0				
	SAWCUT: 1090 PCS @ 2' - 10 7/8"				
	1880 PCS @ 2' - 0 3/4"				
	3683 PCS @ 0' - 8 1/2"				
	SEND ALL				
	SAWCUTTING #1 - EUGENE				
	DOMESTIC MAT'L				506.25
	FREIGHT - EUGENE				.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶

TOTAL AMOUNT ▶ 506.25

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots, or other civil disorder, any act of war, strikes, mill shortages, freight embargoes or transportation delays, shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof, acts of God or of any public enemy, any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 7[illegible] hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) [illegible] inspection [illegible] determine that the items [illegible] (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse, and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. [illegible] are exclusive of all city, state and federal [illegible] taxes, including, but without limitation, taxes on [illegible] sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. [illegible] from Farwest [illegible] the Uniform Commercial Code of the State [illegible] rights and remedies of the parties [illegible] governed in [illegible] of the State of Oregon.

10. Agreement [illegible] inconsistent with the terms and [illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779-6620	LOCAL	336 24
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800-632-59
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800 635 6

STAPLE HERE

OUR ORDER NO.: BR 1 041920
REQUIRED: 04/30/84
CUSTOMER P.O. No.: 1596
DATE SHIPPED: 5 2
CUSTOMER NO.: 71027 (503) 389-4665
JOB NUMBER:
DATE ORDERED: 04/17/84
FILLED BY:
CREDIT: | PPD: | COL: | BY: 020
LOADED BY:
SHIP VIA: OT
DELIVERED BY: GW
SHIP ST: OR | SHIP CO.: | FBC: E | FZ: G

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND, OR

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		CUSTOMERS MAT'L					
		CONTRACT #9594-BRIDGE RAIL					
		MAT'L HAS BEEN STATE INSPECTED					
659.		659-SQHR 3/4 X 20' - 0					
		SAWCUT: 1090 PCS @ 2' - 10 7/8"					
		1880 PCS @ 2' - 0 3/4"					
		3683 PCS @ 0' - 8 1/2"					
		SEND ALL					
		SAWCUTTING #1 - EUGENE					
		DOMESTIC MAT'L					

25213#

[illegible] PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 13253

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

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8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

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FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

INVOICE NUMBER
22703

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/03/84	STROM	4/30/84	VERBAL	RON	043493	5/02/84		71327	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	A-36 MAT'L W/CERTIFICATION					
	JOB #9594 - BANFIELD					
	P.O.L.D.					
1	MS PLATE 3/16					
	SHEAR: 10 PCS @ 4 3/4 X 96	48.00"X 96.00"	245	CWT	22.90	56.11
	SEND ALL					
	SHEARING - EUGENE					
10	FLAT BAR HR 1/4 X 3/4					
	OK TO MAIL CERTS	20'				31.25
			128	CWT	32.90	42.11
	CERTIFICATION - EUGENE					
	FREIGHT - EUGENE					
						5.00
						.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 373

TOTAL AMOUNT ▶ 134.47

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. [illegible] days or one-half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

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2. Basis of Sales -- Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier. F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within [illegible] of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods [illegible] under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties [illegible] extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any [illegible] supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE at Farwest's option [illegible] Buyer gives Farwest [illegible] notice [illegible] detail [illegible] Farwest's inspection [illegible] determine [illegible] return the items [illegible] Farwest [illegible] terms of [illegible] The foregoing [illegible] Buyer's sole and exclusive remedy [illegible] and Farwest shall [illegible] any event [illegible] incidental, special, or consequential damages or commercial loss of any type or nature.

8. Taxes. [illegible] quoted by Farwest are exclusive of any city, state and federal [illegible] including but without limitation taxes [illegible] occupation, use [illegible]

9. Remedies. [illegible] State of Oregon.

[illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336 24
OREGON WATS	800-452-5091			OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800 632 59
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800 635 68

STAPLE HERE

OUR ORDER NO.	BR 1 043493
CUSTOMER NO.	71027 (503) 389-4665
REQUIRED	05/02/84
CUSTOMER P.O. No.	VERBAL
JOB NUMBER	
DATE ORDERED	04/30/84
CREDIT	
PPD	
COL	
BY	020
SHIP VIA	OT
SHIP ST	OR
SHIP CO	
FBC	E
FZ	G
DATE SHIPPED	5 2
FILLED BY	
LOADED BY	
DELIVERED BY	

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO:
BEND, OR

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		A-36 MAT'L W/CERTIFICATION					
		JOB #9594 - BANFIELD					
		P.O.C.D.					
	1	MS PLATE 3/16	48.00"X 96.00"	245			
		SHEAR 10 PCS @ 4 3/4 X 96					
		SEND ALL					
		SHEARING - EUGENE					
10	10	FLAT BAR HR 1/4 X 3/4	20'	128			
		OK TO MAIL CERTS					
		CERTIFICATION - EUGENE					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

MFG ______

HEAT NO. ______

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

______ SIGNATURE

TOTALS ▶ 373

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery; and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise) and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest, unless expressly agreed to in writing and signed by an executive officer of Farwest

HT. NO.
WEG

FARWEST STEEL
CORPORATION

2000 HENDERSON	EUGENE	OREGON	686-2000
300 N.E. SCOTT ST.	BEND	OREGON	382-3036
741 SO. GRAPE ST.	MEDFORD	OREGON	779-6620
5320 EMERALD ST.	BOISE	IDAHO	336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
22704

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

SHIP TO: BEND

CUST JOB:

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/03/84	STROM	5/01/84	VERBAL	RON	050184	5/01/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	A-36 W/ CERTIFICATION					
	OK TO MAIL					
	OSHD #9594					
6	CHANNEL 4 X 5.4	20'	648	CWT	18.70	121.18
	CERTIFICATION - EUGENE					5.00
	FREIGHT - EUGENE					.00

TOTAL WEIGHT ▶ 648

TOTAL AMOUNT ▶ 126.18

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

edille ⊕ Moore Business Forms, Inc.

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 3[illegible] days or one-half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof a past due account shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District Court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots or other civil disorder, any act of war; strikes, mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power, inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy, any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within [illegible] days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no event be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description on the face hereof of the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the [illegible] order, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) the Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery, [illegible] Farwest's inspection [illegible] Farwest shall [illegible] determine that the [illegible] in fact [illegible], and (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse, and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the [illegible] for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of any city, state and federal excise taxes, including but without limitation taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and the rights and remedies of the parties and all other matters relating thereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and [illegible] order by Buyer which are [illegible] shall not be binding on Farwest [illegible] be considered inapplicable [illegible] Farwest [illegible] executive officer of Farwest.

FARWEST STEEL
CORPORATION

EUGENE OREGON
LOCAL 686-2000
OREGON WATS 800-452-5091
OUTSIDE OREGON WATS 800-547-8933

BEND OREGON
LOCAL 382-3036

MEDFORD OREGON
LOCAL 779-6620
OUTSIDE OREGON WATS 800-547-9652

BOISE IDAHO
LOCAL 336-2
IDAHO WATS 800-632-
OUTSIDE IDAHO WATS 800-635-

STAPLE HERE

OUR ORDER NO. BR 1 050184

REQUIRED 05/01/84

CUSTOMER P.O. No. VERBAL

CUSTOMER NO. 71027 (503) 389-4665

JOB NUMBER

DATE ORDERED 05/01/84

CREDIT Cw

PPD

COL

BY 020

SHIP VIA OT

SHIP ST. OR

SHIP CO.

FBC E

FZ G

DATE SHIPPED 5/2

FILLED BY

LOADED BY

DELIVERED BY GW

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		A-36 W/ CERTIFICATION					
		OK TO MAIL					
		OSHD 9594					
7	7	CHANNEL 4 X 5.4	20'	756			
		Certs					

MFG ______

HEAT NO. ______

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

Tony
SIGNATURE

TOTALS ▶ 756

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

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6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

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Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest, unless expressly agreed to in writing and signed by an executive officer of Farwest.

HEAT NO. ____

MFG ____

FARWEST STEEL
CORPORATION

2000 HENDERSON	EUGENE	OREGON	686-2000
300 N.E. SCOTT ST.	BEND	OREGON	382-3036
741 SO. GRAPE ST.	MEDFORD	OREGON	779-6620
5320 EMERALD ST.	BOISE	IDAHO	336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

INVOICE NUMBER
23125

SHIP TO: BEND

CUST JOB:

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/07/84	STROM	5/02/84	1596	RON	050238	5/04/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	REWRITTEN FRO7 #050184					
	A-36 DOMESTIC W/CERTS					
	OK TO MAIL					
	OSHD #9594					
1	CHANNEL 4 X 5.4					
	NO CERT CHARGE	20'	108	CWT	18.70	20.20
	FREIGHT - EUGENE					.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 108

TOTAL AMOUNT ▶ 20.20

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speediflo® Moore Business Forms, Inc.

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days or one half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay a service charge of one and one half percent per month from due date.

Should suit, action, arbitration or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer; or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to, earthquakes, fires, floods, riots or other civil disorder, any act of war, strikes, mill shortages, freight embargoes or transportation delays; shortages of labor, fuel or power, inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest unless expressly agreed to in writing and signed by an executive officer of Farwest.

STAPLE HERE

ORDER NO.: BR: 1 050238

REQUIRED: 05/04/84

CUSTOMER P.O. No.: 1596

JOB NUMBER:

DATE ORDERED: 05/02/84

DATE SHIPPED: 5-4-84

FILLED BY:

LOADED BY:

DELIVERED BY:

CUSTOMER NO.: 71027 (503) 389-4665

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

CREDIT	PPD	COL	BY
			020

SHIP VIA: DT

SHIP ST	SHIP CO	FBC	FZ
OR		E	G

FARWEST STEEL
CORPORATION

EUGENE
OREGON
LOCAL 686-2000
OREGON WATS 800-452-5091
OUTSIDE OREGON WATS 800-547-8933

BEND
OREGON
LOCAL 382-3036

MEDFORD
OREGON
LOCAL 779-6620
OUTSIDE OREGON WATS 800-547-9632

BOISE
IDAHO
LOCAL 336 24
IDAHO WATS 800 632 59
OUTSIDE IDAHO WATS 800-635 68

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
	1	REWRITTEN FR07 #0501B4					
		A-36 DOMESTIC W/CERTS					
		OK TO MAIL					
		OSHD #9594					
/	1	CHANNEL 4 X 5.4	20'	108			
		NO CERT CHARGE					

MFG ________

HEAT NO. ____

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 108

DELIVERY RECEIPT

ERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half per cent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest unless expressly agreed to in writing and signed by an executive officer of Farwest

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

INVOICE NUMBER 23484

CUST JOB: BANFIELD

JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/08/84	STROM	4/13/84	1596	RON	041631	5/04/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DOMESTIC A-36 MAT'L W/ CERTS					
	OSHD INSPECTION COMPLETE					
	REF: #103060 10-31-84					
	CONTRACT #9594 - RESTRAINING GATE					
300	SQUARE HR 1	20'				
	SAWCUT: 900 PCS @ 6' - 7 1/4"		20,400	CWT	23.90	4875.60
	SAWCUTTING #2 - EUGENE					
	FABRICATION - EUGENE					225.00
	NOTE: HOLD ALL REMS AND SHIP					163.20
	W/ FORMED MATERIAL					
	NO CERT CHARGE					
	FREIGHT - EUGENE					.00
	FREIGHT - EUGENE					.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 20,400

TOTAL AMOUNT ▶ 5,263.80

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. [illegible] cash within [illegible] days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges [illegible]

Unless otherwise set forth on the [illegible] hereof all past due accounts [illegible] and Buyer agrees to pay a service charge of one and one-half [illegible]

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots, or other civil disorder, any act of war; strikes, mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof, acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by [illegible] freight bill with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest [illegible] all claims for shortages and damaged material must be mailed to Farwest within [illegible] of date of delivery. Farwest will, however, be responsible for [illegible] for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser [illegible] that the materials and goods [illegible] under any order [illegible] the description or the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties [illegible] the description on the face hereof in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items [illegible] by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option [illegible] Farwest [illegible] notice [illegible] days from the date of delivery [illegible] inspection [illegible] Buyer may at its expense within ten [illegible] return the goods to Farwest [illegible] The foregoing [illegible] Buyer's sole and exclusive remedy [illegible] contract, tort or otherwise, and Farwest shall in no event be liable for [illegible] arising out of the [illegible] incidental, special, or consequential damages or commercial loss of any type or nature.

8. Taxes. [illegible]

9. Remedies. [illegible]

10. Agreement of Sale. [illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000	LOCAL 382-3036	LOCAL 779-6620	LOCAL 336 2
OREGON WATS 800-452-5091		OUTSIDE OREGON WATS 800-547-9652	IDAHO WATS 800-632 5
OUTSIDE OREGON WATS 800-547-8933			OUTSIDE IDAHO WATS 800-635 6

STAPLE HERE

OUR ORDER NO. BR 1 041631	REQUIRED 04/25/84	CUSTOMER P.O. No. 1596		DATE SHIPPED 5-4-84
CUSTOMER NO.		JOB NUMBER	DATE ORDERED	FILLED BY
71027 (503) 389-4665		BANFIELD	04/13/84	

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND, OR

CREDIT	PPD	COL	BY
			020

SHIP VIA: OT

SHIP ST	SHIP CO.	FBC	FZ
OR		E	G

LOADED BY

DELIVERED BY

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		DOMESTIC A-36 MAT'L W/ CERTS					
		OSHD INSPECTION COMPLETE					
		REF - #103060 10-31-84					
		CONTRACT #9594 - RESTRAINING GATE					
300	300	SQUARE HR 1	20'	20,400			
		SAWCUT - 900 PCS @ 6' - 7-1/4"					
		SAWCUTTING #2 - EUGENE					
		FABRICATION - EUGENE					
		NOTE: HOLD ALL REMS AND SHIP					
		W/ FORMED MATERIAL					

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 20,400

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements unless otherwise specified in writing by Farwest.

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5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

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8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
23485

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

SHIP TO: BEND, OR

CUST JOB:
JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/08/84	STROM	4/13/84	1596	RON	041675	5/04/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DOMESTIC A-36 MAT'L W/ CERTS					
	OSHD INSPECTION COMPLETED					
	REF 103060 10-31-84					
	CONTRACT #9594 - BRIDGE RAIL					
236	SQUARE HR 1	20'	16,048	CWT	23.90	3835.47
	SAWCUT: 472 PCS @ 9' - 2 1/2"					
	SAWCUTTING #2 - EUGENE					145.00
	FABRICATION - EUGENE					128.38
	NOTE: SHIP REMS TO RON PLATT					
	NO CERT CHARGE					
	FREIGHT - EUGENE					.00
	FREIGHT - EUGENE					.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 16,048

TOTAL AMOUNT ▶ 4,108.85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days or one half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay a service charge of one and one-half percent per month from due date.

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2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option (and in addition to any other right or remedy), defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots or other civil disorder, any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control; whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse, and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779 6620	LOCAL	336 24
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800-632 59
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800-635 68

STAPLE HERE

OUR ORDER NO. BR-4 041675

CUSTOMER NO. 71027 (503) 389-4665

REQUIRED 04/25/84

CUSTOMER P.O. No. 1596

JOB NUMBER

DATE ORDERED 04/13/84

CREDIT	PPD	COL	BY
			020

SHIP VIA OT

SHIP ST	SHIP CO	FBC	FZ
OR		E	G

DATE SHIPPED 5-4-84

FILLED BY

LOADED BY

DELIVERED BY

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO:
BEND, OR

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		DOMESTIC A-36 MAT'L W/ CERTS					
		OSHD INSPECTION COMPLETED —					
		REF 103060 10-31-84					
		CONTRACT #9594 - BRIDGE RAIL					
236	236	SQUARE HR 1	20'	16,048			
		SAWCUT 472 PCS @ 9' - 2 1/2"					
		SAWCUTTING #2 - EUGENE					
		FABRICATION - EUGENE					
		NOTE: SHIP REMS TO RON PLATT					
		2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 16,048

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery; and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

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8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by [illegible]

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER
23953

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB: BANFIELD

SHIP TO: BEND

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/10/84	STROM	5/08/84	VERBAL	RON	050986	5/09/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	A-36 MAT'L W/CERTS					
	OSHD CONTRACT #9594					
	OK TO MAIL CERTS					
	NO STATE INSPECTION					
1	FLAT BAR HR 1 X 7	20'	476	CWT	22.30	106.15
	CERTIFICATION - EUGENE					5.00
	FREIGHT - EUGENE					.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 476

TOTAL AMOUNT ▶ 111.15

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

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4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots or other civil disorder, any act of war; strikes, mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof, acts of God or of any public enemy, any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be noted to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged material.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variations consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect [illegible] days from the date of delivery, (2) Farwest's [illegible] determines that the [illegible] defective, (3) Buyer shall at its expense within ten (10) days after [illegible] return the items to Farwest [illegible] and (4) terms of payment have been fulfilled. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the [illegible] the items or for any incidental, special or consequential damages or commercial loss of any type or nature.

8. Taxes. [illegible] Farwest are exclusive of any city, state and federal [illegible] taxes on [illegible] sales, receipts, gross income, occupation [illegible]

9. Remedies. Except as otherwise stated herein, all [illegible] from Farwest shall [illegible] rights and remedies of the parties and [illegible] governed [illegible] State of Oregon.

10. Agreement of Sale. [illegible] executive officer of Farwest.

FARWEST STEEL
CORPORATION

EUGENE OREGON
LOCAL 686-2000
OREGON WATS 800-452-5091
OUTSIDE OREGON WATS 800-547-8933

BEND OREGON
LOCAL 382-3036

MEDFORD OREGON
LOCAL 779 6620
OUTSIDE OREGON WATS 800-547-9652

BOISE IDAHO
LOCAL 336 2
IDAHO WATS 800 632 5
OUTSIDE IDAHO WATS 800 635 6

STAPLE HERE

OUR ORDER NO. 1 050986
REQUIRED 05/09/84
CUSTOMER P.O. No. VERBAL
DATE SHIPPED 5-9
CUSTOMER NO. 71027 (503) 389-4665
JOB NUMBER BANFIELD
DATE ORDERED 05/08/84
FILLED BY
CREDIT
PPD
COL
BY 020
LOADED BY
SOLD TO: RON PLATT MFG
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON
SHIP VIA OT
DELIVERED BY
SHIP TO: BEND
SHIP ST. OR
SHIP CO
FBC E
FZ G

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		A-36 MAT'L W/CERTS					
		OSHD CONTRACT #9594					
		OK TO MAIL CERTS					
		NO STATE INSPECTION					
	1	FLAT BAR HR 1 X 7	20'	476			

MFG ____________

HEAT NO. ____

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 476

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

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5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

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8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

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33□75

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER
24525

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

SHIP TO: BEND, OR

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/14/84	STROM	5/10/84	1596	RON	051177	5/11/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	A-36 W/CERTIFICATION					
	JOB #9594-BANFIELD					
	OK TO MAIL					
8	CHANNEL 4 X 5.4	40'	1,728	CWT	18.70	323.14
1	CHANNEL 4 X 5.4	20'	108	CWT	18.70	20.20
1	SQUARE TUBE EW 5 X .250	20'	20.00	CFT	429.00	85.80
	CERTIFICATION - EUGENE					5.00
	FREIGHT - EUGENE					.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 2,159

TOTAL AMOUNT ▶ 434.14

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speedifile® Moore Business Forms, Inc.

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

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3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots, or other civil disorder, any act of war, strikes, rail shortages, freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof, acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect materials against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 24 hours after delivery. Farwest will in no way be responsible for [illegible] any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser [illegible] that the materials and goods [illegible] under any order conform to the description on the face thereof, subject to tolerances and variations consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties [illegible] the description with respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect [illegible] days from the date of delivery; (2) Farwest's inspection [illegible] determines that the [illegible]; (3) Buyer shall at its expense within ten [illegible] days after [illegible] return the items to Farwest [illegible]. The foregoing shall be the Buyer's sole and exclusive remedy [illegible] and Farwest shall in no event be liable for loss or damage arising out of the use [illegible] incidental, special, or consequential damages, commercial loss of any type or nature.

8. Taxes. [illegible]

9. Remedies. [illegible]

10. Agreement of Sale. [illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000 OREGON WATS 800-452-5091 OUTSIDE OREGON WATS 800-547-8933	LOCAL 382-3036	LOCAL 779-6620 OUTSIDE OREGON WATS 800 547-9652	LOCAL 336 2 IDAHO WATS 800 632 5 OUTSIDE IDAHO WATS 800 635 6

STAPLE HERE

OUR ORDER NO. BR 1 051177	REQUIRED 05/11/84	CUSTOMER P.O. No. 1596	DATE SHIPPED 5-11-84
CUSTOMER NO. 71027 (503) 389-4665		JOB NUMBER	DATE ORDERED 05/10/84
		CREDIT Bw	PPD	COL	BY 020
		SHIP VIA OT	FILLED BY
		SHIP ST. OR	SHIP CO.	FBC E	FZ G	LOADED BY
			DELIVERED BY Fred

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND, OR

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		A-36 W/CERTIFICATION					
		JOB #9594-BANFIELD					
		OK TO MAIL					
8	8	CHANNEL 4 X 5.4	40'	1,728			
1	1	CHANNEL 4 X 5.4	20'	108			
1	1	SQUARE TUBE EW 5 X .250	20'	323			
		Cantz					

Tony Robeson

MFG ________

HEAT NO. ____

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 2,159

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute; rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest, unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

INVOICE NUMBER 25249

SHIP TO: BEND, OR

CUST JOB: BANFIELD

JOB: 0001 DSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/15/84	STROM	4/13/84	1596	RON	041630	5/10/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DOMESTIC A-36 MAT'L W/ CERTS				
	OSHD INSPECTION COMPLETED				
	REF: #103060-10-31-84				
	CONTRACT #9594 - RESTRAINING GATE				
661	SQUARE HR 1 20'	44,948	CWT	23.90	10742.57
	SAWCUT: 1322 PCS @ 9' - 2 1/2"				
	SAWCUTTING #2 - EUGENE				
	FABRICATION - EUGENE				427.50
	NOTE: HOLD REMS AND SHIP W/				359.58
	FORMED MATERIAL				
	NO CERT CHARGE				
	CERTIFICATION - EUGENE				
	FREIGHT - EUGENE				15.00
					.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 44,948

TOTAL AMOUNT ▶ 11,544.65

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots or other civil disorder, any act of war; strikes; mill shortages, freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within [illegible] days from the date of delivery; (2) Farwest [illegible] determine that the item in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse [illegible] terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether [illegible] and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the [illegible] incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including but without limitation, taxes on manufacture, sales, receipts, gross income, [illegible], use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters [illegible] shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. [illegible] any order by Buyer [illegible] provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale [illegible] Farwest [illegible] expressly agreed to in writing [illegible] executive officer of Farwest.

FARWEST STEEL
CORPORATION

EUGENE OREGON
LOCAL 686-2000
OREGON WATS 800-452-5091
OUTSIDE OREGON WATS 800-547-8933

BEND OREGON
LOCAL 382-3036

MEDFORD OREGON
LOCAL 779 6620
OUTSIDE OREGON WATS 800-547-9652

BOISE IDAHO
LOCAL 336 24
IDAHO WATS 800 632 5
OUTSIDE IDAHO WATS 800 635 6

STAPLE HERE

OUR ORDER NO. 01 041630
REQUIRED 04/25/84
CUSTOMER P.O. No. 1596
DATE SHIPPED 5/10
CUSTOMER NO. 71027 (503) 389-4665
JOB NUMBER BANFIELD
DATE ORDERED 04/13/84
FILLED BY
CREDIT PPD COL BY 020
LOADED BY
SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON
SHIP VIA OT
DELIVERED BY
SHIP TO: BEND, OR
SHIP ST. OR SHIP CO. FBC E FZ G

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		DOMESTIC A-36 MAT'L W/ CERTS					
		OSHD INSPECTION COMPLETED					
		REF #103060-10-31-84					
		CONTRACT #9594 - RESTRAINING GATE					
				44,948			
661	661	SQUARE HR 1	20'				
		SAWCUT 1322 PCS @ 9' - 2 1/2"					
		SAWCUTTING #2 - EUGENE					
		FABRICATION - EUGENE					
		NOTE: HOLD REMS AND SHIP W/					
		FORMED MATERIAL					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

Unless otherwise modified by invoice it is agreed that the terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 44,948

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

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5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

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FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

INVOICE NUMBER
25780

CUST JOB: BANFIELD

JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/17/84	STROM	5/11/84	1596	RON	051353	5/16/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DOMESTIC A-36 MAT'L W/ CERTS					
	OSHD INSPECTION REQUIRED					
	CONTRACT #9594 - BRIDGE RAIL					
71	CHANNEL 2 X 1 X 1/8					
	SAWCUT PER ATTACHED CUTTING LIST	20'	2,528	CWT	24.75	625.68
	SEND ALL					
	SAWCUTTING #2 - EUGENE					124.00
	CERTIFICATION - EUGENE					15.00
	FREIGHT - EUGENE					.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 2,528

TOTAL AMOUNT ▶ 764.68

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

© Moore Business Forms, Inc.

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

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All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots or other civil disorder, any act of war, strikes, mill shortages, freight embargoes or transportation delays, shortages of labor, fuel or power, inability to secure materials or supplies at current prices or on account of shortages thereof, acts of God or of any public enemy, any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest [illegible] be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortages or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for [illegible] the [illegible] warranties [illegible] extend beyond the [illegible] in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any item [illegible] FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE [illegible] OR REFUND OF THE PURCHASE PRICE, at Farwest's option [illegible] the date of delivery [illegible] Buyer [illegible] at its expense [illegible] terms of payment [illegible] otherwise and [illegible] shall [illegible] incidental, special, or consequential [illegible]

8. Taxes [illegible] tion, taxes [illegible]

9. Remedies. [illegible] governed [illegible] in accordance with [illegible] of Oregon.

10. **Agreement of Sale** [illegible] with the terms and [illegible] any items [illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON
LOCAL 686-2000
OREGON WATS 800-452-5091
OUTSIDE OREGON WATS 800-547-8933

BEND OREGON
LOCAL 382-3036

MEDFORD OREGON
LOCAL 779 6620
OUTSIDE OREGON WATS 800-547-9652

BOISE IDAHO
LOCAL 336 2
IDAHO WATS 800 632 5
OUTSIDE IDAHO WATS 800 635 5

STAPLE HERE

OUR ORDER NO. 1 051353
CUSTOMER NO. 71027 (503) 389-4665
REQUIRED 05/16/84
CUSTOMER P.O. No. 1596
JOB NUMBER BANFIELD
DATE ORDERED 05/11/84
DATE SHIPPED 5-16-84
FILLED BY
LOADED BY
DELIVERED BY
CREDIT
PPD COL BY 020
SHIP VIA OT
SHIP ST. OR
SHIP CO.
FBC E
FZ G

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND, OR

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		DOMESTIC A-36 MAT'L W/ CERTS					
		OSHD INSPECTION REQUIRED					
		CONTRACT #9594 - BRIDGE RAIL					
71	71	CHANNEL 2 X 1 X 1/8	20	2,528			
		SAWCUT PER ATTACHED CUTTING LIST					
		SEND ALL					
		SAWCUTTING #2 - EUGENE					
		CERTIFICATION - EUGENE					

Tony Roberson

DOMESTIC
MFG.__________
HEAT NO.______

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 2,528

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest, unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
25781

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB: BANFIELD

JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/17/84	STROM	5/11/84	1596	RON	051354	5/16/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DOMESTIC A-36 MAT'L W/ CERTS					
	OSHD INSPECTION REQUIRED					
	CONTRACT #9594 - BRIDGE RAIL					
71	CHANNEL 2 X 1 X 3/16	20'	3,649	CWT	23.95	873.94
	SAWCUT PER ATTACHED CUTTING LIST					
	SEND ALL					
	SAWCUTTING #2 - EUGENE					124.00
	CERTIFICATION - EUGENE					15.00
	FREIGHT - EUGENE					.00

TOTAL WEIGHT ▶ 3,649

TOTAL AMOUNT ▶ 1,012.94

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speediflo® Moore Business Forms, Inc.

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days or one half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots or other civil disorder; any act of war; strikes, mill shortages, freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice [illegible] detail the nonconformity or defect within ten (10) days from the date of delivery (2) Farwest's inspection [illegible] Farwest's [illegible] determine that the items [illegible] defective (3) Buyer shall at its expense within ten (10) days after [illegible] return the items to Farwest's warehouse [illegible] (4) terms of payment have been fully met. The foregoing shall be the Buyer's [illegible] exclusive remedy [illegible] and Farwest shall not in any event be liable for loss or damage arising out of the use [illegible] for any incidental, special, or consequential damage or commercial loss of any [illegible] nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal [illegible] taxes [illegible] taxes on manufacture [illegible] gross income [illegible] use [illegible] taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be [illegible] Code of the State of Oregon and [illegible] rights and remedies of the parties and all other matters [illegible] accordance with the laws of the State of Oregon.

10. Agreement of Sale. [illegible] provisions hereof shall not [illegible] Farwest [illegible] of Farwest.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336 24
OREGON WATS	800-452-5091			OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800 632 59
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800 635 68

STAPLE HERE

OUR ORDER NO. BR 1 051354	REQUIRED 05/16/84	CUSTOMER P.O. No. 1596	DATE SHIPPED 5-16-84
CUSTOMER NO. 71027 (503) 389-4665		JOB NUMBER BANFIELD	DATE ORDERED 05/11/84
		PPD COL BY 020	FILLED BY
		SHIP VIA OT	LOADED BY
		SHIP ST. OR SHIP CO. FBC E FZ G	DELIVERED BY Reed

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND, OR

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		DOMESTIC A-36 MAT'L W/ CERTS					
		OSHD INSPECTION REQUIRED					
		CONTRACT 09594 - BRIDGE RAIL					
71	71	CHANNEL 2 X 1 X 3/16	20'	3,649			
		SAWCUT PER ATTACHED CUTTING LIST					
		SEND ALL					
		SAWCUTTING #2 - EUGENE					
		CERTIFICATION - EUGENE					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS					

DOMESTIC
MFG. ________
HEAT NO. ____

Terry Roberts

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE ____________

TOTALS ▶ 3,649

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

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4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse, and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the te provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of Farwest, unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
26076

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

SHIP TO: BEND

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/18/84	STROM	4/26/84	VERBAL	RON	043265	5/16/84		71027	1	WORSTEL

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	MUST BE TO PROCESSOR 4-30-84				
	MUST BE STATE INSPECTED				
	DOMESTIC CERTS REQ. A-570 GR. 33				
	STATE CONTRACT #9594				
	TITLE: LIGHT POLES				
1	HR SHEET 11 GA	500	CWT	25.90	129.50
	P/C TO TAPERED LIGHT POLES				
	.14 TAPER / FOOT OCTAGONAL				
	13.25 BASE OD 23' 8 1/2" LONG				
	PLASMA CUTTING - EUGENE				40.00
	NC TAPE PROGRAMMING CHARGE - EUGENE				10.00
	SHEET & PLATE FORMING - EUGENE				135.00
	CERTIFICATION - EUGENE				15.00
	FREIGHT - EUGENE				.00
	FREIGHT - EUGENE				.00
	TOTAL WEIGHT ▶	500		TOTAL AMOUNT ▶	329.50

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to earthquakes, fires, floods, riots, or other civil disorder, any act of war, strikes, mill shortages, freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof, acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged material.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery, (2) Farwest's inspection at Farwest's warehouse determines that [illegible] defective, (3) Buyer, at its expense within ten (10) days after request, return the items to Farwest's warehouse, [illegible] terms of payment have been [illegible] met. The foregoing shall be the Buyer's [illegible] exclusive remedy [illegible] contract [illegible] otherwise, and Farwest shall [illegible] any event be liable for [illegible] damage arising out of the [illegible] the terms [illegible] for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. [illegible] prices quoted by Farwest are exclusive of any city, state or federal [illegible] taxes, including but without limitation, taxes on [illegible] sales, receipts, gross income, occupation [illegible]

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be [illegible] the Uniform Commercial Code of the State of Oregon [illegible] remedies of the parties and [illegible] governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. [illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779-6620	LOCAL	336 241
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800-632 595
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800 635 685

STAPLE HERE

OUR ORDER NO.	BR 043265
REQUIRED	05/02/84
CUSTOMER P.O. No.	VERBAL
JOB NUMBER	
DATE ORDERED	04/26/84
PPD / COL / BY	017
SHIP VIA	OT
SHIP ST / SHIP CO / FBC / FZ	OR / / E / G
DATE SHIPPED	5-16-84
FILLED BY	
LOADED BY	
DELIVERED BY	
CUSTOMER NO.	71027

(503) 389-4665

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

ORD BY RON

SHIP TO:
BEND

373

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 2594					
		MUST BE TO PROCESSOR 4-30-84					
		MUST BE STATE INSPECTED					
		DOMESTIC CERTS REQ A-570 GR. 33					
		STATE CONTRACT #9594					
		TITLE LIGHT POLES					
	1	HR SHEET 11 GA		500			
		P/O TO TAPERED LIGHT POLES					
		.14 TAPER / FOOT OCTAGONAL					
		13.25 BASE OD 23' 8 1/2" LONG					
		PLASMA CUTTING - EUGENE					
		NC TAPE PROGRAMMING CHARGE - EUGENE					
		SHEET & PLATE FORMING - EUGENE					
		CERTIFICATION - EUGENE					
		2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

Tony Robeson

DOMESTIC
MFG. ______
HEAT NO. ______

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

______ SIGNATURE

TOTALS ▶ 500

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements. All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest, unless expressly agreed to in writing and signed by an

FARWEST STEEL
CORPORATION

2000 HENDERSON	EUGENE	OREGON	686-2000
300 N.E. SCOTT ST.	BEND	OREGON	382-3036
741 SO. GRAPE ST.	MEDFORD	OREGON	779-6620
5320 EMERALD ST.	BOISE	IDAHO	336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 26769

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

SHIP TO: BEND

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/23/84	STROM	10/31/83	1596	RCN	103060	5/17/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DOMESTIC A-36 MAT'L W/ CERTS					
	OSHO INSPECTION COMPLETED					
	CONTRACT #9594-RESTRAINING GRATE					
638	SQUARE HR 1	20'	43,384	CWT	23.90	10368.78
	SAWCUT: 1914 PCS @ 6' - 7 1/4"					
	SAWCUTTING #1 - EUGENE					405.00
	FABRICATION - EUGENE					347.07
	(NO CERT CHARGE)					
	NOTE: HOLD ALL REMS AND SHIP					
	W/ FORMED MATERIAL					
	FREIGHT - EUGENE					.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 43,384

TOTAL AMOUNT ▶ 11,120.85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

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10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest unless expressly accepted in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL OREGON	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336-2410
WATS	800-452-5091			OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800-632-5951
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800-635-6852

BR 103060 CUSTOMER NO.
REQUIRED 10/31/83
CUSTOMER P.O. No. 1596
JOB NUMBER
DATE ORDERED 10/31/83
DATE SHIPPED 5/7
FILLED BY
CREDIT PPD COL BY 020
LOADED BY
SHIP VIA OT
DELIVERED BY
SHIP ST. OR SHIP CO. FBC E FZ G

71027 (503) 389-4665
D TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

P TO: BEND

PPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		DOMESTIC A-36 MAT'L W/ CERTS					
		OSHD INSPECTION COMPLETED					
		CONTRACT #9594-RESTRAINING GRATE					
8	(88)	SQUARE HR 1	20'	~~44,948~~ 43,384			
		SAWCUT: 1914 1983 PCS @ 6' - 7 1/4"					
		SAWCUTTING #2 - EUGENE					
		FABRICATION - EUGENE					
		CERTIFICATION - EUGENE					
		NOTE: HOLD ALL REMS AND SHIP					
		W/ FORMED MATERIAL					

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

nless otherwise modified by invoice it is agreed that the terms and
onditions which appear on the reverse hereof apply to and govern
ll sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 43,384 ~~44,948~~

DELIVERY RECEIPT

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

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[redacted]

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER 30071

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
6/11/84	STROM	6/07/84	VERBAL	RON	060744	6/08/84		71027	1	WORSTEL

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	BREAKDOWN RUSH				
	CERTS REQ'D				
2	MS PLATE 1 1/2	375	CWT	25.90	97.13
	F/C TO 19 1/2 X 19 1/2				
	WITH 3" RADIUS ON CORNERS				
	12" ID ON CENTER				
	4- 1 1/2 ID ON 14 7/8" B.C.				
	4-1 1/4" ID ON 18 B.C.				
	MINUS ZERO IN I.D.S				
	FLAME CUTTING - EUGENE				70.00
	NC TAPE PROGRAMMING CHARGE - EUGENE				10.00
	CERTIFICATION - EUGENE				5.00
	FREIGHT - EUGENE				.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 375

TOTAL AMOUNT ▶ 182.13

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speediflo® Moore Business Forms, Inc.

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date [illegible]

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods; riots, or other civil disorder; any act of war; strikes, mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for cost or damage arising out of the use or the inability to use the items, or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. [illegible] stated herein, all purchases from Farwest shall be governed by the Uniform Commercial [illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL IDAHO	336-24
OREGON WATS	800-452-5091			OUTSIDE OREGON WATS	800-547-9652	WATS	800-632-59
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800-635-68

STAPLE HERE

OUR ORDER NO.	BR 1 060744	REQUIRED	06/08/84
CUSTOMER NO.	71027 (503) 389-4665	CUSTOMER P.O. No.	VERBAL
JOB NUMBER		DATE ORDERED	06/07/84
CREDIT	W	BY	017
PPD		COL	
SHIP VIA	OT	SHIP ST	OR
SHIP CO		FBC	E
FZ	G	DATE SHIPPED	6-8-84
FILLED BY		LOADED BY	
DELIVERED BY			

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		BREAKDOWN RUSH!					
		CERTS REQ'D					
2	2	MS PLATE 1 1/2	[redacted]	375			
		F/C TO 19 1/2 X 19 1/2					
		WITH 3" RADIUS ON CORNERS					
		12" ID ON CENTER					
		4-1 1/2 ID ON 14 7/8" B.C.					
		4-1 1/4" ID ON 18 B.C.					
		MINUS ZERO IN I.D.S.					
		FLAME CUTTING - EUGENE					
		NC TAPE PROGRAMMING CHARGE - EUGENE					
		CERTIFICATION - EUGENE					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

R E Platt

MFG ________
HEAT NO. ________

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

____
SIGNATURE

TOTALS ▶ 375

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit; except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

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8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
30336

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
6/12/84	STROM	4/13/84	1596	RON	041641	5/25/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DOMESTIC A-36 MAT'L W/ CERTS				
	OSHD INSPECTION REQUIRED				
	CONTRACT #9594 - BRIDGE RAIL				
291	SQUARE HR 1 20'	19,788	CWT	23.90	4729.33
	SAWCUT: 582 PCS @ 9' - 2 1/2				
	SEND ALL REMS TO RON PLATT				
	SAWCUTTING #2 - EUGENE				247.50
	FABRICATION - EUGENE				158.30
	DUE STOCK				
	FABRICATE & SHIP ON ARRIVAL				
	CERTIFICATION - EUGENE				15.00
	FREIGHT - EUGENE				.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 19,788

TOTAL AMOUNT ▶ 5,150.13

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

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7. Limited Warranty. Farwest warrants only to the original purchaser [illegible] under any order [illegible] to the description on the face hereof, subject to tolerances and variations [illegible] and customary trade practices and warrants title. Except for title, there are no warranties [illegible] with respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

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8. Taxes. [illegible]

9. Remedies. [illegible] State of Oregon.

10. Agreement of Sale. [illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000 OREGON WATS 800-452-5091 OUTSIDE OREGON WATS 800-547-8933	LOCAL 382-3036	LOCAL 779 6620 OUTSIDE OREGON WATS 800-547-9652	LOCAL 336 IDAHO WATS 800-632 OUTSIDE IDAHO WATS 800-635

STAPLE HERE

OUR ORDER NO. BR 041641

REQUIRED 05/25/84

CUSTOMER P.O. No. 1596

DATE SHIPPED 6-8-84

JOB NUMBER

DATE ORDERED 04/13/84

CUSTOMER NO. 71027 (503) 389-4665

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND, OR

CREDIT	PPD	COL	BY
			020

SHIP VIA: OT

SHIP ST.	SHIP CO.	FBC	FZ
OR		E	G

FILLED BY

LOADED BY

DELIVERED BY

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT		PULL LIST
		JOB 0001 OSH 9594						
		DOMESTIC A-36 MAT'L W/ CERTS						
		OSHD INSPECTION REQUIRED						
		CONTRACT #9594 - BRIDGE RAIL						
291	291	SQUARE HR	20'	19,788				
		SAWCUT: 582 PCS @ 9' - 2 1/2						
		SEND ALL REMS TO RON PLATT						
		SAWCUTTING #2 - EUGENE						
		FABRICATION - EUGENE						
		DUE STOCK						
		FABRICATE & SHIP ON ARRIVAL						
		R. E. Platt						
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.						

DOMESTIC
MFG. ________
HEAT NO. ____

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE ________

TOTALS ▶ 19,788

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

63

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

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HELD NO
MLG
DOMESTIC

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

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FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
30892

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: SAME

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
6/14/84	STROM	6/13/84	1596		961451	6/13/84		71027	1	PRICING

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CREDIT MEMO REFERENCE #84-030336					
	AS BILLED:					
	291-SQUARE HR 1	20'	19,788-	CWT	23.90	4729.33-
	SHOULD BE:					
	291 SQUARE HR 1	20'	19,788	CWT	23.90	4729.33

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶

TOTAL AMOUNT ▶

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

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2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots or other civil disorder, any act of war, strikes, mill shortages, freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof, acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods [illegible] under any order conform to the description on the face thereof, subject to tolerances and variations consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the [illegible] respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any [illegible] by Farwest fail to conform to the [illegible] FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option [illegible] Buyer gives Farwest written notice specifying in detail [illegible] the date of delivery [illegible] [illegible] special or consequential damage or commercial loss of any type or nature.

8. Taxes [illegible] are exclusive of [illegible] city, state and federal [illegible] on taxes [illegible]

9. Remedies. [illegible]

10. Agreement of Sale. [illegible]

[redacted]

06145

CUSTOMER NO.

71027 (503)

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

SHIP TO: SAME

SHIP ST.	SHIP CO.	FBC	FZ	DELIVERED BY
OR		E	G	

WATS
OUTSIDE OREGON WATS 800-547-8933
383-2036
OREGON WATS
IDAHO WATS

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 DSH 9594					
		CREDIT MEMO REFERENCE 084-030336					
		AS BILLED:		19,788-			
	291	SQUARE HR 1	20				
		SHOULD BE:		19,788			
	291	SQUARE HR 1	20				
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Forwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

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6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by

FARWEST STEEL
CORPORATION

2000 HENDERSON	•	EUGENE	•	OREGON	•	686-2000
300 N.E. SCOTT ST.	•	BEND	•	OREGON	•	382-3036
741 SO. GRAPE ST.	•	MEDFORD	•	OREGON	•	779-6620
5320 EMERALD ST.	•	BOISE	•	IDAHO	•	336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
30337

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
6/12/84	STROM	5/22/84	1596	RON	052495	5/28/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	REWRITTEN FROM #103060					
	DOMESTIC A-36 MAT'L W/CERTS					
	OSHD INSPECTION REQUIRED					
	CONTRACT #9594 - BRIDGE RAIL					
23	SQUARE HR 1					
	SAWCUT: 69 PCS @ 6' - 7 1/4"	20'	1,564	CWT	23.90	373.80
	SAWCUTTING #2 - EUGENE					45.00
	FABRICATION - EUGENE					15.00
	CERTIFICATION - EUGENE					15.00
	HOLD ALL REMS AND SHIP WITH					
	FORMED MAT'L.					
	FREIGHT - EUGENE					.00
	FREIGHT - EUGENE					.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 1,564

TOTAL AMOUNT ▶ 448.80

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

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6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery, (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse, and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale of [illegible] Farwest unless expressly agreed to in writing and signed by an executive officer of Farwest.

STAPLE HERE

OUR ORDER NO.	REQUIRED	CUSTOMER P.O. No.	DATE SHIPPED
BR 1 052495	05/28/84	1596	6-8-84

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000	LOCAL 382-3036	LOCAL 779 6620	LOCAL 336
OREGON WATS 800-452-5091		OUTSIDE OREGON WATS 800 547-9652	IDAHO WATS 800 632
OUTSIDE OREGON WATS 800-547-8933			OUTSIDE IDAHO WATS 800-635

CUSTOMER NO.: 71027 (503) 389-4665

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND, OR

JOB NUMBER:
DATE ORDERED: 0 /22/84

CREDIT	PPD	COL	BY
			020

SHIP VIA: OT

SHIP ST.	SHIP CO.	FBC	FZ
OR		E	G

FILLED BY:
LOADED BY:
DELIVERED BY:

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 DSH 9594					
		REWRITTEN FROM 103060					
		DOMESTIC A-36 MAT'L W/CERTS					
		OSHD INSPECTION REQUIRED					
		CONTRACT #9594 - BRIDGE RAIL					
23	23	SQUARE HR 1	20'	1,564			
		SAWCUT: 69 PCS @ 6' - 7 1/4"					
		SAWCUTTING #1 - EUGENE					
		FABRICATION - EUGENE					
		CERTIFICATION - EUGENE					
		[redacted]					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

R E Platt

DOMESTIC
MFG. ________
HEAT NO. ________

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE ________________ TOTALS ▶ 1,564

DELIVERY RECEIP

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

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FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
30338

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

SHIP TO: BEND

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
6/12/84	STROM	5/29/84	8640	RON	053504	6/06/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DOMESTIC A500 GR B,OR A,OR A501				
	OSHD INSPECTION REQUIRED				
	CONTRACT #9594 PEDESTRIAN RAILING				
13	RECT TUBE EW 2 1/2 X 1 X .083 24'	312.00	CFT	130.00	405.60
	DELIVERY 6-6-84 OR SOONER				
	IN STOCK				
	CERTIFICATION - EUGENE				15.00
	FREIGHT - EUGENE				.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 587

TOTAL AMOUNT ▶ 420.60

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

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4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to earthquakes, fires, floods, riots or other civil disorder, any act of war, strikes, mill shortages, freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof, acts of God or of any public enemy, any existing or future statute, rule, regulation, order, or act of the federal, state or local governments or agencies thereof affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within [illegible] of date of delivery. Farwest will in no way be responsible for [illegible] any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged material.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) [illegible] any order conform to the description on the face hereof, subject to tolerances and variations [illegible] trade practices [illegible] except [illegible] there are no warranties [illegible] and customary materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the [illegible] FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE [illegible] Farwest's inspectors [illegible] special, or consequential damage or commercial loss of any [illegible]

8. Taxes [illegible]

9. [illegible]

10. [illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779-6620	LOCAL	336-241
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800-632 5951
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800 635 685

OUR ORDER NO.	1 053504
REQUIRED	06/06/84
CUSTOMER P.O. No.	8640
DATE SHIPPED	6-1
CUSTOMER NO.	71027
JOB NUMBER	
DATE ORDERED	05/29/84
FILLED BY	
CREDIT	
PPD	
COL	
BY	020
LOADED BY	
SHIP VIA	OT
DELIVERED BY	
SHIP ST.	OR
SHIP CO.	
FBC	E
FZ	G

SOLD TO:
71027 (503) 389-4665
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		DOMESTIC A500 GR B, OR A, OR A501					
		OSHD INSPECTION REQUIRED					
		CONTRACT 09594 PEDESTRIAN RAILING					
13	13	RECT TUBE EW 2 1/2 X 1 X .083	24'	587			
		DELIVERY 6-6-84 OR SOONER					
		IN STOCK					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

Bill Robe

DOMESTIC
MFG. ________
HEAT NO. ____

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

________________ SIGNATURE

TOTALS ▶ 587

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements. All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest, unless expressly agreed to in writing and signed by an executive officer of Farwest.

32635

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 32469

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:
JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
6/20/84	STROM	5/09/84	8640	RON	051616	6/18/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DOMESTIC A500 GR B,A OR A501 MAT'L					
	OSHD INSPECTION REQUIRED					
	CONTRACT #9594 PEDESTRIAN RAILING					
14	RECT TUBE EW 2 1/2 X 1 X .120	24'	336.00	CFT	162.00	544.32
	SAWCUT: 70 PCS @ 4'-4"					
	SEND ALL					
	SAWCUTTING #2 - EUGENE					35.00
	CERTIFICATION - EUGENE					5.00
	PAGE 2 OF 2					
	FREIGHT - EUGENE					.00

TOTAL WEIGHT ▶ 894

TOTAL AMOUNT ▶ 584.32

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

1. Terms of Payment. [illegible] within 30 days of the [illegible] of one percent discount, if paid in full by the 10th of the month following the [illegible] invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges [illegible]

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from the date [illegible]

Should suit, action, arbitration or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM which shall govern all settlements. All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to, earthquakes, fires, floods, riots, or other civil disorder, any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power, inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy, any existing or future statute, rule, regulation, order, or act of the federal, state or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying [illegible] and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery [illegible] with notation on the face thereof by the authorized agent of the carrier as to the items and quantity [illegible]. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within [illegible] of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special or consequential damages or [illegible] of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (buyer) that the materials and goods [illegible] under any order conform to the description on the [illegible] thereof, subject to tolerances and variations consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the material. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any item [illegible] by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option [illegible] (1) Buyer gives Farwest written notice specifying [illegible] the date of [illegible] (3) Buyer [illegible] at its expense [illegible] The foregoing [illegible] Farwest shall [illegible] special, or consequential [illegible] or commercial loss of any type or nature.

8. Taxes [illegible] on taxes [illegible]

9. Remedies. [illegible]

10. [illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336 24
OREGON WATS	800-452-5091			OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800 632 59
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800 635 68

STAPLE HERE

OUR ORDER NO. BR 1 051616
CUSTOMER NO. 71027 (503) 389-4665
REQUIRED 05/23/84
CUSTOMER P.O. No. 8640
JOB NUMBER
DATE ORDERED 05/09/84
CREDIT
PPD
COL
BY 020
SHIP VIA OT
SHIP ST. OR
SHIP CO.
FBC E
FZ G
DATE SHIPPED 6/18
FILLED BY
LOADED BY
DELIVERED BY

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO:
BEND, OR

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		DOMESTIC A500 GR B,A OR A501 MAT'L					
		OSHD INSPECTION REQUIRED					
		CONTRACT #9594 PEDESTRIAN RAILING					
				894			
14	14	RECT TUBE EW 2 1/2 X 1 X .120	24'				
		SAWCUT: 70 PCS @ 4'-4"					
		SEND ALL					
		SAWCUTTING #2 - EUGENE					
		CERTIFICATION - EUGENE					
		PAGE 2 OF 2					

DOMESTIC
MFG. ____
HEAT NO. ____

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE ____

TOTALS ▶ 894

DELIVERY RECEIP

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

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5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier; F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest, unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 34953

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: GALVINIZERS CO.

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
6/30/84	STROM	6/26/84	9594	RON	062986	6/28/84		71027	1	HORSTEL

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CERTS REQ.				
1	MS PLATE 1 1/2	188	CWT	29.70	55.84
	F/C TO OCTAGON 19 1/2"				
	A.T.F. 18 1/2" B.C. 8 - 1 1/2" ID				
	AT OCT. POINT 10" ID				
	ON CTR.				
	FLAME CUTTING - EUGENE				65.00
	NC TAPE PROGRAMMING CHARGE - EUGENE				10.00
	CERTIFICATION - EUGENE				5.00
	FREIGHT - EUGENE				.00

TERMS- 1/2 OF 1 PCT. 10TH. PROX. 30 DAYS NET
UNLESS OTHERWISE NOTED.
2 PCT. PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

TOTAL WEIGHT ▶ 188

TOTAL AMOUNT ▶ 135.84

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE

ACCOUNTING COPY

TERMS AND CONDITIONS

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Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option and in addition to any other right or remedy, defer shipments under any contract with Buyer or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods; riots or other civil disorder, any act of war; strikes, mill shortages, freight embargoes or transportation delays, shortages of labor, fuel or power, inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy, any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery, (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse and [illegible] terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, [illegible] or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters [illegible] shall be [illegible] in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any other terms and provisions of any order by Buyer which are [illegible] provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale [illegible] Farwest unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336-2410
OREGON WATS	800-452-5091			OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800-632-5951
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800-635-6852

STAPLE HERE

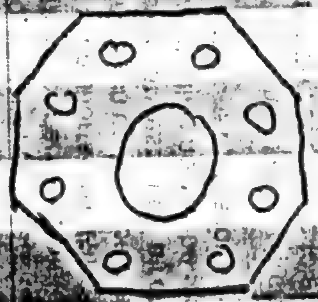
OUR ORDER NO.	BR 1 062986
CUSTOMER NO.	71027 (503) 389-4665
REQUIRED	06/28/84
CUSTOMER P.O. No.	9594
JOB NUMBER	
DATE ORDERED	06/26/84
CREDIT	W
PPD	
COL	
BY	017
SHIP VIA	OT
SHIP ST.	OR
SHIP CO.	
FBC	P
FZ	X
DATE SHIPPED	6 28 84
FILLED BY	
LOADED BY	
DELIVERED BY	93

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

90

SHIP TO:
GALVINIZERS CO.
PORTLAND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		CERTS REQ.		188			
1	1	MS PLATE 1 1/2					
		F/C TO OCTAGON 19 1/2"					
		A.T.F. 18 1/2" B.C. 8 - 1 1/2" ID					
		AT OCT. POINT 10" ID					
		ON CTR.					
		FLAME CUTTING - EUGENE					
		NC TAPE PROGRAMMING CHARGE - EUGENE					
		CERTIFICATION - EUGENE					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					



MFG ____________

HEAT NO. ____

Unle[illegible] modified by invoice it is agreed that the Terms and Cond[illegible] appear on the reverse hereof apply to and govern all sal[illegible] by F[illegible]est to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 188

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest unless expressly agreed to in writing and signed by an executive officer of Farwest

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
40421

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB: BANFIELD
JOB: 0001 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
7/31/84	STROM	7/26/84	5553	RON	072938	7/27/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CERTIFICATION REQUIRED ON ALL					
10	BLK PIPE X HVY PE 2 1/2	21'	210.00	CFT	221.00	464.10
4	CHANNEL 3 X 5.0	40'	800	CWT	22.20	177.60
8	CHANNEL 2 X 1 X 3/16	20'	411	CWT	23.80	97.82
8	CHANNEL 2 X 1 X 1/8	20'	285	CWT	23.80	67.83
	OK TO MAIL					
	CERTIFICATION - EUGENE					5.00
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 08/31/84

TOTAL WEIGHT ▶ 3,105

TOTAL AMOUNT ▶ 812.35

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speedifile ® Moore Business Forms, Inc.

TERMS AND CONDITIONS

1. Terms of Payment. - Net cash within 30 days, or one half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one half percent per month from due date.

Should suit, action, arbitration or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots or other civil disorder, any act of war, strikes, mill shortages, freight embargoes or transportation delays; shortages of labor, fuel or power, inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials. AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST. AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery, (2) Farwest's inspectors at Farwest's warehouse determine that the items in fact are nonconforming or defective, (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse, and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

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9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters [illegible] shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. [illegible] of any order by Buyer [illegible] provisions hereof shall not [illegible] Farwest [illegible] expressly agreed to [illegible]

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000 OREGON WATS 800-452-5091 OUTSIDE OREGON WATS 800-547-8933	LOCAL 382-3036	LOCAL 779 6620 OUTSIDE OREGON WATS 800-547 9652	LOCAL 336 2- IDAHO WATS 800 632 5 OUTSIDE IDAHO WATS 800 635 6

STAPLE HERE

OUR ORDER NO. 1 072938
REQUIRED 07/27/84
CUSTOMER P.O. No. 5553
DATE SHIPPED 7/27
CUSTOMER NO. 71027 (503) 389-4665
JOB NUMBER BANFIELD
DATE ORDERED 07/26/84
FILLED BY
CREDIT
PPD COL BY 020
LOADED BY
SHIP VIA OT
DELIVERED BY
SHIP ST. OR
SHIP CO.
FBC E
FZ G

SOLD TO: RON PLATT MFG
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		CERTIFICATION REQUIRED ON ALL					
10 ✓	10	BLK PIPE X HVY PE 2 1/2	21	1,609			
4 ✓	4	CHANNEL 3 X 5.0	40'	800 #123962			
8 ✓	8	CHANNEL 2 X 1 X 3/16	20' Nucor	411			
8 ✓	8	CHANNEL 2 X 1 X 1/8	20' Korea	285 #NBR 3581			
		OK TO MAIL					

16-G

MFG ______
HEAT NO. ______

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 3,105

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill-shortages; freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

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8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

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FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
46659

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB: BANFIELD

JOB: 0001 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
8/30/84	STROM	8/27/84	VERBAL	RON	083166	8/29/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	POLO					
	A-36 MAT'L W/CERTS					
3	UM PLATE 3/4 X 10	20'	1,531	CWT	24.20	370.50
	CERTIFICATION - EUGENE					5.00
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 09/30/84

TOTAL WEIGHT ▶ 1,531

TOTAL AMOUNT ▶ 375.50

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speedifile ® Moore Business Forms, Inc.

TERMS AND CONDITIONS

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3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to earthquakes, fires, floods, riots or other civil disorder, any act of war, strikes, mill shortages, freight embargoes or transportation delays, shortages of labor, fuel or power, inability to secure materials or supplies at current prices or on account of shortages thereof, acts of God or of any public enemy, any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business, any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery, (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective, (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse, and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336 2-
OREGON WATS	800-452-5091			OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800-632 5
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800-635 6

STAPLE HERE

OUR ORDER NO.	BR 1 083166	REQUIRED	08/24/84
CUSTOMER NO.	71027 (503) 389-4665	CUSTOMER P.O. No.	VERBAL
JOB NUMBER	BANFIELD	DATE ORDERED	08/27/84
CREDIT	KC	PPD	
COL		BY	020
SHIP VIA	OT		
SHIP ST.	OR	SHIP CO.	
FBC	E	FZ	G
DATE SHIPPED		FILLED BY	
LOADED BY		DELIVERED BY	

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		POLO					
		A-36 MAT'L W/CERTS OK to mail					
3	3	UM PLATE 3/4 X 10	20'	1,531			
		CERTIFICATION - EUGENE					

MFG ______

HEAT NO. ______

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 1,531

DELIVERY RECEIP

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

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FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER
47876

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
9/06/84	STROM	8/30/84	5577	RON	083666	9/05/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CERTS W/MATERIAL					
	OSHD INSPECTION REQUIRED					
	CONTRACT #9594-HANDRAIL					
31	BLK PIPE STD PE 2 1/2	21'	651.00	CFT	152.00	989.52
	CERTIFICATION - EUGENE					15.00
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 10/11/84

TOTAL WEIGHT ▶ 3,771

TOTAL AMOUNT ▶ 1,004.52

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

TERMS AND CONDITIONS

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FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779 6620	LOCAL	336 2
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800-547 9652	IDAHO WATS	800 632 5
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800 635 6

STAPLE HERE

OUR ORDER NO. BR 01 083666

REQUIRED 09/05/84

CUSTOMER P.O. No. 4 5577

CUSTOMER NO. 71027 (503) 389-4665

JOB NUMBER

DATE ORDERED 08/30/84

CREDIT | PPD | COL | BY 020

SHIP VIA OT

SHIP ST. OR | SHIP CO. | FBC E | FZ G

DATE SHIPPED 9-5-84

FILLED BY

LOADED BY

DELIVERED BY

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		CERTS W/MATERIAL					
		OSHD INSPECTION REQUIRED					
		CONTRACT #9594-HANDRAIL					
31	31	BLK PIPE STD PE 2 1/2	21'	3,771			
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

MFG ______

HEAT NO. ______

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

______ SIGNATURE

TOTALS ▶ 3,771

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days, or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

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FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER
48055

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

SHIP TO: BEND

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
9/07/84	STROM	8/23/84	5571	RON	082984	8/31/84		71027	1	TOWNLEY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	STATE INSPECTION				
	OSH 9594				
	POLES AND ARMS				
	IMPORT A-36				
2	MS PLATE 1 1/2	314	CWT	26.90	84.47
	F/C BASE #3				
	FLAME CUTTING - EUGENE				55.00
	NC TAPE PROGRAMMING CHARGE - EUGENE				15.00
	CERTIFICATION - EUGENE				15.00
	FREIGHT - EUGENE				.00
	TOTAL WEIGHT ▶	314		TOTAL AMOUNT ▶	169.47

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 10/11/84

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

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3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery, and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots, or other civil disorder, any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor, fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control; whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of delivery accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery, (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective, (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse, and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall in no event be liable for loss or damage arising out of the use of the inability to use the items, or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters arising hereunder shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. [illegible] of the terms and provisions [illegible] order [illegible] Buyer [illegible] with the terms and provisions hereof [illegible] binding on Farwest and that [illegible] considered applicable to the sale or shipment of any items by Farwest [illegible] signed by an executive officer of Farwest.

STAPLE HERE

OUR ORDER NO.
BR 1 082984

REQUIRED
08/31/84

CUSTOMER P.O. No.
5571

DATE SHIPPED
9-5-84

FARWEST STEEL
CORPORATION

CUSTOMER NO.
71027 (503) 389-4665

JOB NUMBER

DATE ORD
0872 4

FILLED BY

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

188

CREDIT RW
PPD
COL ✓
BY 025

LOADED BY

SHIP VIA
OT

SHIP TO: BEND

SHIP ST OR
SHIP CO.
FBC E
FZ G

DELIVERED BY Fred

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336 2
OREGON WATS	800-452-5091					IDAHO WATS	800 632 5
OUTSIDE OREGON WATS	800-547-8933			OUTSIDE OREGON WATS	800-547-9652	OUTSIDE IDAHO WATS	800 635 6

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		STATE INSPECTION					
		OSH 9594					
		POLES AND ARMS					
		IMPORT A-36					
2	2	MS PLATE 1 1/2		314			
		F/C BASE #3					
		FLAME CUTTING - EUGENE					
		NC TAPE PROGRAMMING CHARGE - EUGENE					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

MFG ——
HEAT NO. ——

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 314

DELIVERY RECEIPT

TERMS AND CONDITIONS

1. Terms of Payment. Net cash within 30 days; or one-half of one percent discount, if paid in full by the 10th of the month following the month in which the invoice is dated. Cash discount is not applicable to freight and will not be allowed on freight charges.

Unless otherwise set forth on the front hereof all past due accounts shall bear, and Buyer agrees to pay, a service charge of one and one-half percent per month from due date.

Should suit, action, arbitration, or other proceeding be instituted to collect any amount due to Farwest, the prevailing party shall be entitled to recover from the other party reasonable attorney fees in both trial and appellate courts. Any such suit, action, or proceeding shall occur, at the option of Farwest, in either Oregon State courts or the Federal District court for the District of Oregon, and any such arbitration shall occur at Eugene, Oregon.

2. Basis of Sales — Invoices. All materials and goods shall be invoiced in accordance with Farwest's published schedule of weights, areas, size and lengths, and all weighting will be by theoretical weight of ASTM, which shall govern all settlements.

All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Farwest.

3. Shipments and Payments. All shipments and deliveries shall be at all times subject to the approval of Farwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Farwest, Farwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or additional security, or of cash before or on delivery; and all other rights in this regard provided for by the Uniform Commercial Code of the State of Oregon.

4. Delays and Deliveries. Farwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires; floods; riots; or other civil disorder; any act of war; strikes; mill shortages; freight embargoes or transportation delays; shortages of labor; fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy; any existing or future statute, rule, regulation, order, or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Farwest's business; any other cause beyond Farwest's reasonable control, whether affecting the procurement, production or transportation of the particular order.

5. Title — Risk of Loss. Title to all goods shall remain in Farwest until payment in full is made by Buyer. Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Farwest to the carrier, F.O.B. shipping point.

6. Inspection — Claims. Buyer agrees to prudently and carefully inspect material against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Farwest unless written notice specifying in detail the nature and extent of such shortage or damage is mailed to Farwest within five (5) days from the date of deli[illegible] accompanied by original freight bill, with notation on the face thereof by the authorized agent of the carrier as to the items [illegible]antities short or damaged. When delivery is by Farwest truck, all claims for shortages and damaged material must be mailed to Farwest within 72 hours of date of delivery. Farwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

7. Limited Warranty. Farwest warrants only to the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties which extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY FARWEST, AND NO WAIVER, ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF FARWEST.

Should any items supplied by Farwest fail to conform to the description, FARWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Farwest's option, if: (1) Buyer gives Farwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery; (2) Farwest's inspectors, at Farwest's warehouse, determine that the items in fact are nonconforming or defective; (3) Buyer shall at its expense within ten (10) days after request return the items to Farwest's warehouse, and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Farwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or consequential damage or commercial loss of any type or nature.

8. Taxes. All prices quoted by Farwest are exclusive of all city, state and federal excise taxes, including, but without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes.

9. Remedies. Except as otherwise stated herein, all purchases from Farwest shall be governed by the Uniform Commercial Code of the State of Oregon, and all rights and remedies of the parties and all other matters relating hereto shall be governed in accordance with the laws of the State of Oregon.

10. Agreement of Sale. Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Farwest and shall not be considered applicable to the sale or shipment of any items by Farwest, unless expressly agreed to in writing and signed by an executive officer of Farwest.

FARWEST STEEL
CORPORATION

2000 HENDERSON	EUGENE	OREGON	686-2000
300 N.E. SCOTT ST.	BEND	OREGON	382-3036
741 SO. GRAPE ST.	MEDFORD	OREGON	779-6620
5320 EMERALD ST.	BOISE	IDAHO	336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
50283

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
9/18/84	STROM	9/13/84	5584	RON	091352	9/14/84		71027	1	WORSTEL

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CERTS REQ.					
	P.O.L.O.					
4	ANGLE 2 1/2 X 1 1/2 X 3/16	20'	195	CWT	32.20	62.79
2	FLAT BAR HR 1/4 X 2	20'	68	CWT	22.80	15.50
	CERTIFICATION - EUGENE					5.00
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30 DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH SERVICE CHARGE WILL BEGIN TO ACCRUE ON 10/19/84

TOTAL WEIGHT ▶ 263

TOTAL AMOUNT ▶ 83.29

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speedifile ® Moore Business Forms, Inc.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779-6620	LOCAL	336 2-
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800 547 9652	IDAHO WATS	800-632 5
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800-635 6

STAPLE HERE

OUR ORDER NO. BR 1 091352

CUSTOMER NO. 71027 (503) 389-4665

REQUIRED 09/14/84

CUSTOMER P.O. No. 5584

JOB NUMBER

DATE ORDERED 09/13/84

CREDIT PPD COL BY 017

SHIP VIA

DATE SHIPPED 9/14

FILLED BY

LOADED BY

DELIVERED BY Ron

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

OT SHIP ST. OR | SHIP CO. | FBC E | FZ G

PULL LIST

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT
		JOB 0001 OSH 9594				
		CERTS REQ.				
		P.O.L.O.				
4	4	ANGLE 2 1/2 X 1 1/2 X 3/16	20'	195		
2	2	FLAT BAR HR 1/4 X 2	20'	68		
		CERTIFICATION - EUGENE				

Phil

MFG ——

HEAT NO. ——

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 263

DELIVERY RECEIP

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
51153

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 DSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
9/21/84	STROM	9/13/84	5584	RON	091351	9/18/84		71027	1	WORSTEL

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CERTS REQ.				
	P.O.L.D.				
7	ASTN A-572 HITENSILE PL 1 1/4	330	CWT	43.60	143.88
	F/C TO DWG 5584				
	FLAME CUTTING - EUGENE				75.00
	NC TAPE PROGRAMMING CHARGE - EUGENE				10.00
	CERTIFICATION - EUGENE				5.00
	FREIGHT - EUGENE				.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 10/22/84

TOTAL WEIGHT ▶ 330

TOTAL AMOUNT ▶ 233.88

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000	LOCAL 382-3036	LOCAL 779-6620	LOCAL 336-241
OREGON WATS 800-452-5091		OUTSIDE OREGON WATS 800-547-9652	IDAHO WATS 800-632-595
OUTSIDE OREGON WATS 800-547-8933			OUTSIDE IDAHO WATS 800-635-685

STAPLE HERE

OUR ORDER NO. BR 091351

REQUIRED 09/17/84

CUSTOMER P.O. No. 5584

DATE SHIPPED 9/18

CUSTOMER NO. 71027 (503) 389-4665

JOB NUMBER

DATE ORDERED 09/13/84

CREDIT | PPD | COL | BY 017

FILLED BY

LOADED BY

SHIP VIA OT

SHIP ST. OR | SHIP CO. | FBC E | FT G

DELIVERED BY To

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
218 ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT		PULL LIST
		JOB 0001 OSH 9594						
		CERTS REQ.						
		P.O.L.O.						
1		57 ASTM A-572 HITENSILE PL 1 1/4		330				2
		F/C TO DWG 5584						
		FLAME CUTTING - EUGENE						
		NC TAPE PROGRAMMING CHARGE - EUGENE						
		CERTIFICATION - EUGENE						

Phil

MFG ________

HEAT NO. ________

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser. ________ SIGNATURE

TOTALS ▶ 330

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON	EUGENE	OREGON	686-2000
300 N.E. SCOTT ST.	BEND	OREGON	382-3036
741 SO. GRAPE ST.	MEDFORD	OREGON	779-6620
5320 EMERALD ST.	BOISE	IDAHO	336-2410

INVOICE NUMBER
51316

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

SHIP TO: BEND

CUST JOB:

JOB: 0001 DSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
9/24/84	STROM	9/20/84	5588	RON	092286	9/21/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	NO INSPECTION					
30	CHANNEL 2 X 1 X 1/8	20'	1,068	CWT	23.80	254.18
27	CHANNEL 2 X 1 X 3/16	20'	1,388	CWT	23.80	330.34
2	CHANNEL 3 X 4.1	20'	164	CWT	18.70	30.67
	SHIP SURE 9-21					
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 10/25/84

TOTAL WEIGHT ▶ 2,620

TOTAL AMOUNT ▶ 615.19

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

FARWEST STEEL
CORPORATION

EUGENE OREGON
LOCAL 686-2000
OREGON WATS 800-452-5091
OUTSIDE OREGON WATS 800-547-8933

BEND OREGON
LOCAL 382-3036

MEDFORD OREGON
LOCAL 779-6620
OUTSIDE OREGON WATS 800-547-9652

BOISE IDAHO
LOCAL 336 2
IDAHO WATS 800 632 5
OUTSIDE IDAHO WATS 800 635 6

STAPLE HERE

OUR ORDER NO. BR 1 0922
CUSTOMER NO. 71027 (503) 389-4665
REQUIRED 09/21/84
CUSTOMER P.O. No. 3588
JOB NUMBER
DATE ORDERED 09/20/84
CREDIT
PPD COL BY 020
SHIP VIA 01
SHIP ST OR
SHIP CO
FBC E
FZ G
DATE SHIPPED 9-21-84
FILLED BY
LOADED BY
DELIVERED BY Fred

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD-BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT		PULL LIST
		JOB 0001 OSH 9594						
1		NO INSPECTION						
30	30	CHANNEL 2 X 1 X 1/8	20'	1,068				
27	27	CHANNEL 2 X 1 X 3/16	20'	1,388				
2	2	CHANNEL 3 X 4.1	20'	164				
		SHIP SURE 9-21						
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.						

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 2,620

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON	EUGENE	OREGON	686-2000
300 N.E. SCOTT ST.	BEND	OREGON	382-3036
741 SO. GRAPE ST.	MEDFORD	OREGON	779-6620
5320 EMERALD ST.	BOISE	IDAHO	336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
52217

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
9/27/84	STROM	9/24/84	VERBAL	RON	092532	9/26/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	BANFIELD 9594					
	DOMESTIC A-36 W/CERTS					
	OSHD INSPECTION REQ'D					
	CONTRACT #9495 - RAILING		2,908	CWT	24.90	724.09
76	SQUARE HR 3/4	20'				15.00
	CERTIFICATION - EUGENE					.00
	FREIGHT - EUGENE					

TOTAL WEIGHT ▶ 2,908

TOTAL AMOUNT ▶ 739.09

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 10/28/84

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779-6620	LOCAL	336
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800-632
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800 635

STAPLE HERE

OUR ORDER NO.: BR 1 / 092532

REQUIRED: 09/26/84

CUSTOMER P.O. No.: VERBAL

DATE SHIPPED: 9 27 9

CUSTOMER NO.: 71027 (503) 389-4665

JOB NUMBER:

DATE ORDERED: 09/24/84

CREDIT: PPD COL BY: 020

FILLED BY:

LOADED BY:

SHIP VIA: OT

DELIVERED BY:

SHIP ST: OR SHIP CO: FBC: E FZ: G

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND, OR

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		BANFIELD 9594					
		DOMESTIC A-36 W/CERTS					
		OSHD INSPECTION REQ'D					
		CONTRACT #9495 - RAILING					
76	76	SQUARE HR 3/4	20'	2,908			
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

DOMESTIC
MFG. ____
HEAT NO. ____

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE ____ **TOTALS** ▶ 2,908

DELIVERY RECEIP

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

INVOICE NUMBER
54915

SHIP TO: BEND

CUST JOB:

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
10/11/84	STROM	9/26/84	VERBAL	RON	093066	10/10/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	A500 GRADE B W/CERTS					
	BANFIELD 9594					
11	RECT TUBE EW 2 1/2 X 1 X .083	24'	264.00	CFT	153.00	403.92
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 11/11/84

TOTAL WEIGHT ▶ 497

TOTAL AMOUNT ▶ 403.92

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE

ACCOUNTING COPY

Speediset® Moore Business Forms, Inc.

FARWEST STEEL
CORPORATION

EUGENE OREGON
LOCAL 686-2000
OREGON WATS 800-452 5091
OUTSIDE OREGON WATS 800-547-8933

BEND OREGON
LOCAL 382-3036

MEDFORD OREGON
LOCAL 779-6620
OUTSIDE OREGON WATS 800-547-9652

BOISE IDAHO
LOCAL 336 24
IDAHO WATS 800 632 59
OUTSIDE IDAHO WATS 800 635 68

STAPLE HERE	
OUR ORDER NO.	BR 1 073066
REQUIRED	10/12/84
CUSTOMER P.O. No.	VERBAL
DATE SHIPPED	10-10
CUSTOMER NO.	71027 (503) 389-4665
JOB NUMBER	
DATE ORDERED	09/26/84
FILLED BY	
CREDIT	
PPD	
COL	
BY	020
LOADED BY	
SHIP VIA	OT
DELIVERED BY	Mar
SHIP ST	OR
SHIP CO	
FBC	E
FZ	G

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		A500 GRADE B W/CERTS					
		BANFIELD 9594					
11	11	RECT TUBE EW 2 1/2 X 1 X .083	24'	497			
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS					

MFG ——
HEAT NO. ——

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 497

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER
55412

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

SHIP TO: BEND

CUST JOB:

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
10/15/84	STROM	8/23/84	5571	RON	083928	9/12/84		71027	1	TOWNLEY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	PROCESSOR 9-10-84					
	STATE INSPECTION					
	OSH 9594					
	POLES AND ARMS					
	DOM - A-36 - LOW SILICON					
1	MS PLATE 3/16	60.00"X240.00"	766	CWT	41.30	316.36
	P/C TO 2 PCS TOTAL					
	1 PC FULL SECT. STD. POLE					
	13 OD BASE, 10.31 OD TOP					
	19'-3" LONG					
	1 PC FULL SECT. STD ARM					
	4.86 OD BASE, 2.63 OD TOP					
	15' - 11" LONG					
	PLASMA CUTTING - EUGENE					75.00

TOTAL WEIGHT ▶

TOTAL AMOUNT ▶ CONT.

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

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FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

SOLD TO: RON PLATT MFG.

PAGE 2

INVOICE NUMBER 55412

CUST JOB:

JOB:

SHIP TO:

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	NC TAPE PROGRAMMING CHARGE - EUGENE				15.00
	SHEET & PLATE FORMING - EUGENE				191.25
	CERTIFICATION - EUGENE				15.00
	FREIGHT - EUGENE				.00
	FREIGHT - EUGENE				.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 11/15/84

TOTAL WEIGHT ▶ 766

TOTAL AMOUNT ▶ 612.61

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speediflo® Moore Business Forms, Inc.

STAPLE HERE

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779-6620	LOCAL	336-24
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800-632-55
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800-635-65

ORDER NO.: RR 1 083928
REQUIRED: 09/12/84
CUSTOMER P.O. No.: 5571
DATE SHIPPED: 10-12-84
CUSTOMER NO.: 71027 (503) 389-4665
JOB NUMBER:
DATE ORDERED: 08/23/84
CREDIT: PPD COL BY 025
FILLED BY:
LOADED BY:
SHIP VIA: OT
SHIP ST.: OR SHIP CO.: FBC: E FZ: G
DELIVERED BY:

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

575

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		PROCESSOR 9-10-84					
		STATE INSPECTION					
		OSH 9594					
		POLES AND ARMS					
		DOM - A-36 - LOW SILICON ← NOTE:					
	1	MS PLATE 3/16	60.00"X240.00"	766			
		P/C TO 2 PCS TOTAL					
		1 PC FULL SECT. STD. POLE					
		13 OD BASE, 10.31 OD TOP					
		19'-3" LONG					
		1 PC FULL SECT. STD ARM					
		4.86 OD BASE, 2.63 OD TOP					
		15'-11" LONG					
		PLASMA CUTTING - EUGENE					
		NC TAPE PROGRAMMING CHARGE - EUGENE					
		SHEET & PLATE FORMING - EUGENE					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

DOMESTIC
MFG.________
HEAT NO.______

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 766

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER
55413

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
10/15/84	STROM	8/23/84	5571	RON	090018	10/12/84		71027	1	TOWNLEY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	PROCESSOR 9-10-84					
	STATE INSPECTION					
	OSH 9594					
	POLES AND ARMS					
	DOM - A-36 - LOW SILICON					
1	MS PLATE 3/16	60.00"X300.00"	957	CWT	41.30	395.24
	P/C TO 2 PCS. TOTAL					
	1 PC. FULL SECT. STD POLE					
	13 OD BASE, 9.67 OD TOP					
	23' - 9 5/8 LONG					
	1 PC. FULL SECT. STD ARM					
	6.08 OD BASE, 2.63 OD TOP					
	24' - 8" LONG					
	PLASMA CUTTING - EUGENE					112.50

TOTAL WEIGHT ▶

TOTAL AMOUNT ▶ CONT.

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER 55413

PAGE 2

SOLD TO: RON PLATT MFG.

CUST JOB:

JOB:

SHIP TO:

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	NC TAPE PROGRAMMING CHARGE - EUGENE				15.00
	SHEET & PLATE FORMING - EUGENE				191.25
	CERTIFICATION - EUGENE				15.00
	FREIGHT - EUGENE				.00
	FREIGHT - EUGENE				.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 11/15/84

TOTAL WEIGHT ▶ 957

TOTAL AMOUNT ▶ 728.99

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

FARWEST STEEL
CORPORATICN

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	77?-6620	LOCAL	336-2410
OREGON WATS	800-452-5091			OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800 632 5951
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800-635 6852

STAPLE HERE

OUR ORDER NO.: BR 1 090018
REQUIRED: 09/12/84
CUSTOMER P.O. No.:
JOB NUMBER: 5571
DATE ORDERED: 08/23/84
DATE SHIPPED: 10-12-8
FILLED BY:
LOADED BY:
DELIVERED BY:

CUSTOMER NO.: 71027 (503) 389-4665

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON 761

SHIP TO: BEND

CREDIT	PPD	COL	BY
			025

SHIP VIA:

SHIP ST.	SHIP CO.	FBC	FZ
OT OR		E	G

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		PROCESSOR 9-10-84					
		STATE INSPECTION					
		OSH 9594 DUE STOCK					
		POLES AND ARMS					
		DOM - A-36 - LOW SILICON		957			
	1	MS PLATE 3/16	60.00"X300.00"				
		P/C TO 2-PCS. TOTAL					
		1 PC. FULL SECT. STD POLE					
		13 OD BASE, 9.67 OD TOP 285.625					
		23' - 9 5/8 LONG					
		1 PC. FULL SECT. STD ARM					
		6.08 OD BASE, 2.63 OD TOP 290					
		24' - 8" LONG					
		PLASMA CUTTING - EUGENE					
		NC TAPE PROGRAMMING CHARGE - EUGENE					
		SHEET & PLATE FORMING - EUGENE					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

DOMESTIC
MFG. ______
HEAT NO. ______

1400' ca hand

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

______________ SIGNATURE

TOTALS ▶ 957

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 58354

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB: 9594

JOB: 0001 DSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
10/29/84	STROM	10/25/84	VERBAL	RON	103065	10/26/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	A-36 W/ CERTS					
11	CHANNEL 2 X 1 X 3/16	20'	565	CWT	31.80	179.67
14	CHANNEL 2 X 1 X 1/8	20'	498	CWT	32.50	161.85
	CERTIFICATION - EUGENE					5.00
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30 DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH SERVICE CHARGE WILL BEGIN TO ACCRUE ON 11/29/84

TOTAL WEIGHT ▶ 1,063

TOTAL AMOUNT ▶ 346.52

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000 OREGON WATS 800-452-5091 OUTSIDE OREGON WATS 800-547-8933	LOCAL 382 3036	LOCAL 779 6620 OUTSIDE OREGON WATS 800-547 9652	LOCAL 336 24 IDAHO WATS 800 632 59 OUTSIDE IDAHO WATS 800 635 68

STAPLE HERE

OUR ORDER NO. BR 1 103065

CUSTOMER NO. 71027 (503) 389-4665

REQUIRED 10/26/84

CUSTOMER P.O. No. VERBAL

JOB NUMBER 9594

DATE ORDERED 10/25/84

CRED'T | BPD | COL | BY 020

SHIP VIA OT

SHIP ST OR | SHIP CO | FBC E | FZ G

DATE SHIPPED 10-26

FILLED BY

LOADED BY

DELIVERED BY

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		A-36 W/ CERTS					
11	11	CHANNEL 2 X 1 X 3/16	20'	565			
14	14	CHANNEL 2 X 1 X 1/8	20'	498			
		CERTIFICATION - EUGENE					

MFG ____________

HEAT NO. ______

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 1,063

DELIVERY RECEIP

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 58616

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:
JOB: 0001 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
10/30/84	STROM	10/24/84	VERBAL	RON	102943	10/26/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	A-36 MAT'L W/CERTS					
	OSHD INSPECTION REQUIRED					
	CONTRACT#9594-EARTHQUAKE RESTRAINER					
1	FLAT BAR HR 1 X 4	20'	272	CWT	20.50	55.76
1	FLAT BAR HR 1/2 X 4	20'	136	CWT	20.70	28.15
	CERTIFICATION - EUGENE					7.50
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 11/30/84

TOTAL WEIGHT ▶ 408

TOTAL AMOUNT ▶ 91.41

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336
OREGON WATS	800-452-5091			OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800 632
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800 635

STAPLE HERE

OUR ORDER NO.: BR 1 102943

REQUIRED: 10/26/84

CUSTOMER P.O. No.: VERBAL

CUSTOMER NO.: 71027 (503) 389-4665

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD. BY RON

SHIP TO: BEND

JOB NUMBER:

DATE ORDERED: 10/24/84

CREDIT PPD COL BY: 020

SHIP VIA: OT

SHIP ST.: OR

SHIP CO.:

FBC: E

FZ: G

DATE SHIPPED:

FILLED BY:

LOADED BY:

DELIVERED BY:

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		A-36 MAT'L W/CERTS					
		OSHD INSPECTION REQUIRED					
		CONTRACT#9594-EARTHQUAKE RESTRAINER					
Ø	1	HS PLATE 3/4	48.00"X 96.00"	980			
1	1	FLAT BAR HR 1 X 4	20'	272			
1	1	FLAT BAR HR 1/2 X 4	20'	136			

MFG ______

HEAT NO. ______

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 1,388

40f

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
59319

SOLD TO:
RON PLATT MFG.
200 S.F. BRIDGEFORD BLVD.
BEND OR 97702

SHIP TO: BEND

CUST JOB:

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
10/31/84	STROM	10/29/84	VERBAL	RON	103328	10/31/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	REWRITTEN FROM #102943					
	DOMESTIC A-36 W/CERTS-ALL PROCESSES					
	OSHD INSPECTION REQUIRED - ORE.					
	CONTRACT#9594-EARTHQUAKE RESTRAINER					
1	MS PLATE 3/4	48.00"X 96.00"	980	CWT	26.90	263.62
	CERTIFICATION - EUGENE					7.50
	FREIGHT - EUGENE					.00
		TOTAL WEIGHT ▶	980		TOTAL AMOUNT ▶	271.12

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 12/01/84

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000	LOCAL 382 3036	LOCAL 779 6620	LOCAL 336 2
OREGON WATS 800-452-5091		OUTSIDE OREGON WATS 800-547-9652	IDAHO WATS 800-632 5
OUTSIDE OREGON WATS 800-547-8933			OUTSIDE IDAHO WATS 800 635 6

STAPLE HERE

OUR ORDER NO. BR 1 103328	REQUIRED 10/31/84	CUSTOMER P.O. No. VERBAL	DATE SHIPPED 10-31-84
CUSTOMER NO. 71027 (503) 389-4665		JOB NUMBER	DATE ORDERED 10/29/84
		CREDIT / PPD / COL / BY 020	FILLED BY
		SHIP VIA	LOADED BY
		OT	DELIVERED BY
		SHIP ST. OR / SHIP CO. / FBC E / FZ G	

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		REWRITTEN FROM #102943					
		DOMESTIC A-36 W/CERTS-ALL PROCESSES					
		OSHD INSPECTION REQUIRED - ORE.					
		CONTRACT#9594-EARTHQUAKE RESTRAINER					
				980			
	1	MS PLATE 3/4	48.00"X 96.00"				
		CERTIFICATION - EUGENE					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 980

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 60030

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB: 9594
JOB: 0001 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
11/06/84	STROM	11/02/84	VERBAL	RON	110277	11/05/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	A-36 MAT'L-DOMESTIC					
	OK TO MAIL					
5	CHANNEL 4 X 5.4	40'	1,080	CWT	17.90	193.32
1	CHANNEL 4 X 5.4	20'	108	CWT	17.90	19.33
2	FLAT BAR HR 3/8 X 2	20'	102	CWT	19.70	20.09
	CERTIFICATION - EUGENE					5.00
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 12/11/84

TOTAL WEIGHT ▶ 1,290

TOTAL AMOUNT ▶ 237.74

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speedifio • Moore Business

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000 OREGON WATS 800-452-5091 OUTSIDE OREGON WATS 800-547-8933	LOCAL 382-3036	LOCAL 779-6620 OUTSIDE OREGON WATS 800-547-9652	LOCAL 336 24 IDAHO WATS 800-632 59 OUTSIDE IDAHO WATS 800 635 68

STAPLE HERE

OUR ORDER NO.: BR 1 110277
REQUIRED: 11/05/84
CUSTOMER P.O. No.: VERBAL
DATE SHIPPED: 11-5-84
CUSTOMER NO.: 71027 (503) 389-4665
JOB NUMBER: 9594
DATE ORDERED: 11/02/84
FILLED BY:
CREDIT: RW
PPD:
COL:
BY: 020
LOADED BY:
SHIP VIA: OT
SHIP ST.: OR
SHIP CO.:
FBC: E
FZ: G
DELIVERED BY: Fred

SOLD TO:
PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		A-36 MAT'L-DOMESTIC					
		OK TO MAIL					
5	5	CHANNEL 4 X 5.4	40'	1,080			
1	1	CHANNEL 4 X 5.4 F-16	20'	108	NWSRM 9E920		
2	2	FLAT BAR HR 3/8 X 2	20'	102	53307 COO		

DOMESTIC
MFG. ________
HEAT NO. ________

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser. ________________ SIGNATURE

TOTALS ▶ 1,290

DELIVERY RECEIP

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
63265

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB: BANFIELD
JOB: 0021 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
11/26/84	STROM	11/20/84	VERBAL	RON	112038	11/21/84		71727	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DOMESTIC A-36 W/CERTS / OMTR					
	OSHD INSP. REQ'D -					
	CONTRACT #-3594-BRIDGE RAILS					
16	UM PLATE 1/2 X 12	20'	6,534	CWT	24.70	1613.90
	CERTIFICATION - EUGENE					15.00
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 12/27/84

TOTAL WEIGHT ▶ 6,534

TOTAL AMOUNT ▶ 1,628.90

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

Speedifio • Moore Business Forms, Inc.

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000 OREGON WATS 800-452-5091 OUTSIDE OREGON WATS 800-547-8933	LOCAL 382-3036	LOCAL 779-6620 OUTSIDE OREGON WATS 800-547-9652	LOCAL 336 2 IDAHO WATS 800 632 5 OUTSIDE IDAHO WATS 800 635 6

STAPLE HERE

OUR ORDER NO. BR 1 112038	REQUIRED 11/20/84	CUSTOMER P.O. No. VERBAL		DATE SHIPPED 11-21
CUSTOMER NO. 71027 (503) 389-4665		JOB NUMBER BANFIELD	DATE ORDERED 11/20/84	FILLED BY
		CREDIT	PPD COL BY 020	LOADED BY
		SHIP VIA DT		DELIVERED BY
		SHIP ST. OR	SHIP CO.	FBC E FZ G

SOLD TO:
PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		DOMESTIC A-36 W/CERTS / OMTR					
		OSHD INSP. REQ'D -					
		CONTRACT #-9594-BRIDGE RAILS					
16	16	UM PLATE 1/2 X 12	20	6,534			
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

DOMESTIC
MFG.______
HEAT NO.______

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE ________________

TOTALS ▶ 6,534

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
67221

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

SHIP TO: BEND

CUST JOB:

JOB: 0031 DSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
12/18/84	STROM	12/12/84	VERBAL	RON PLATT	121289	12/14/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	A-36 MAT'L W/ CERTS OMTR					
	OSHD INSP. REQUIRED					
	CONTRACT #9594 - PIPE BRACKETS					
2	ANGLE 4 X 4 X 1/4	40'	528	CWT	20.40	107.71
3	FLAT BAR HR 3/8 X 2	20'	153	CWT	19.70	30.14
4	FLAT BAR HR 3/8 X 3	20'	306	CWT	19.40	59.36
1	FLAT BAR HR 3/8 X 4	20'	102	CWT	19.70	20.09
1	FLAT BAR HR 3/8 X 3 1/2	20'	89	CWT	19.70	17.53
4	FLAT BAR HR 5/16 X 6	20'	510	CWT	20.80	105.08
1	FLAT BAR HR 5/16 X 2 1/2	20'	53	CWT	23.00	12.19
3	FLAT BAR HR 5/16 X 2	20'	128	CWT	23.40	29.95
2	FLAT BAR HR 5/16 X 3	20'	128	CWT	20.70	26.50
2	FLAT BAR HR 1/4 X 2 1/2	20'	85	CWT	21.30	18.11
	IMPORT ACCEPTABLE PER PLATT					

TOTAL WEIGHT ▶

TOTAL AMOUNT ▶ CONT.

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

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FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

SOLD TO: RON PLATT MFG.

PAGE 2

INVOICE NUMBER 67221

CUST JOB:

SHIP TO:

JOB:

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CERTIFICATION - EUGENE				5.00
	FREIGHT - EUGENE				.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 01/18/85

TOTAL WEIGHT ▶ 2,082

TOTAL AMOUNT ▶ 432.66

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

Speediset® Moore Business Forms, Inc.

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000	LOCAL 382-3036	LOCAL 779-6620	LOCAL 336 2-
OREGON WATS 800-452-5091		OUTSIDE OREGON WATS 800-547-9652	IDAHO WATS 800 632 5
OUTSIDE OREGON WATS 800-547-8933			OUTSIDE IDAHO WATS 800-635 6

STAPLE HERE

OUR ORDER NO. BR 1 121289

CUSTOMER NO. 71027 (503) 389-4665

REQUIRED 12/14/84

CUSTOMER P.O. No: VERBAL

JOB NUMBER

DATE ORDERED 12/12/84

DATE SHIPPED 12-14

FILLED BY

LOADED BY

DELIVERED BY

SOLD TO:
PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON PLATT

SHIP TO: BEND

CREDIT	PPD	COL	BY
			020

SHIP VIA: OT

SHIP ST	SHIP CO	FBC	FZ
OR		E	G

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		A-36 MAT'L W/ CERTS OMTR					
		OSHD INSP. REQUIRED					
		CONTRACT #9594 - PIPE BRACKETS					
2	2	ANGLE 4 X 4 X 1/4	40'	528			
3	3	FLAT BAR HR 3/8 X 2	20'	153			
4	4	FLAT BAR HR 3/8 X 3	20'	306			
1	1	FLAT BAR HR 3/8 X 4	20'	102			
1	1	FLAT BAR HR 3/8 X 3 1/2	20'	89			
4	4	FLAT BAR HR 5/16 X 6	20'	510			
1	1	FLAT BAR HR 5/16 X 2 1/2	20'	53			
3	3	FLAT BAR HR 5/16 X 2	20'	128			
2	2	FLAT BAR HR 5/16 X 3	20'	128			
2	2	FLAT BAR HR 1/4 X 2 1/2	20'	85			
③	③	MS PLATE 5/16	48.00" X 96.00"	1,225			
		IMPORT ACCEPTABLE PER PLATT					
		CERTIFICATION - EUGENE					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

MFG ____________

HEAT NO. ______

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 3,307

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
67222

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

SHIP TO: BEND

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
12/18/84	STROM	12/14/84	VERBAL	RON	121554	12/17/84		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	REWRITTEN FROM #121289					
	A-36 MAT'L W/CERTS OMTR					
	MAT'L HAS BEEN OSHD INSPECTED					
	LEFT OFF TRUCK - LOCATED I-15					
	HEAT #154124 OSM					
3	MS PLATE 5/16	48.00"X 96.00"	1,225	CWT	22.90	280.53
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 01/18/85

TOTAL WEIGHT ▶ 1,225

TOTAL AMOUNT ▶ 280.53

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

FARWEST STEEL
CORPORATION

EUGENE OREGON
LOCAL 686-2000
OREGON WATS 800-452-5091
OUTSIDE OREGON WATS 800-547-8933

BEND OREGON
LOCAL 382-3036

MEDFORD OREGON
LOCAL 779 6620
OUTSIDE OREGON WATS 800-547-9652

BOISE IDAHO
LOCAL 336
IDAHO WATS 800 632
OUTSIDE IDAHO WATS 800-635

STAPLE HERE

OUR ORDER NO. BR 1 121554
CUSTOMER NO. 71027 (503) 389-4665
REQUIRED 12/17/84
CUSTOMER P.O. No. VERBAL
JOB NUMBER
DATE ORDERED 12/14/84
CREDIT PPD COL BY 020
SHIP VIA OT
SHIP ST. OR
SHIP CO.
FBC E
FZ G
DATE SHIPPED
FILLED BY
LOADED BY
DELIVERED BY

SOLD TO:
PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		REWRITTEN FROM #121289					
		A-36 MAT'L W/CERTS OMTR					
		MAT'L HAS BEEN OSHD INSPECTED					
		LEFT OFF TRUCK - LOCATED I-15					
		HEAT #154124 OSM					
3	3	MS PLATE 5/16	48.00" X 96.00"	1,225			

MFG ——
HEAT NO. ——

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 1,225

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 68947

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
12/28/84	STROM	12/19/84	VERBAL	RON	122157	12/21/84		71027	1	MARY

# SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
1	SQUARE TUBE EW 5 X .250	24'	24.00	CFT	430.00	103.20
2	SQUARE TUBE EW 5 X .250	20'	40.00	CFT	430.00	172.00
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30 DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH SERVICE CHARGE WILL BEGIN TO ACCRUE ON 01/28/85

TOTAL WEIGHT ▶ 1,034

TOTAL AMOUNT ▶ 275.20

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779-6620	LOCAL	336 2·
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800-632 5
OUTSIDE OREGON WATS	800-547 8933				OUTSIDE IDAHO WATS	800 635 6

STAPLE HERE

OUR ORDER NO.: BR 1 122157
REQUIRED: 12/21/84
CUSTOMER P.O. No.: VERBAL
DATE SHIPPED: 12/21
CUSTOMER NO.: 71027 (503) 389-4665
JOB NUMBER:
DATE ORDERED: 12/19/84
CREDIT: RW
PPD:
COL:
BY: 024
FILLED BY:
LOADED BY:
SHIP VIA: OT
SHIP ST.: OR
SHIP CO.:
FBC: E
FZ: G
DELIVERED BY: 595 99

SOLD TO:
PLATT MFG. RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
1	1	SQUARE TUBE EW 5 X .250	24'	~~1,163~~ 388			
2	~~3~~ 2	Square Tube ew 5X .250	~~40~~ 20'	646			
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS					

Frt. $62.35

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 1034 ~~1,163~~

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
1031

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:
JOB: 0001 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
1/10/85	STROM	1/08/85	9594	RON	010649	1/09/85		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DOMESTIC A-36 W/ OMTR					
	OSHO INSPECTION REQ'D					
	CONTRACT #9594					
2	ANGLE 2 X 2 X 1/4	20'	128	CWT	18.20	23.30
	FOLLOWING IMPORT ACCEPTABLE W/ CERT					
1	JR CHANNEL 8 X 8.5	20'	170	CWT	30.90	52.53
	CERTIFICATION - EUGENE					15.00
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30 DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH SERVICE CHARGE WILL BEGIN TO ACCRUE ON 02/11/85

TOTAL WEIGHT ▶ 298

TOTAL AMOUNT ▶ 90.83

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336 24
OREGON WATS	800-452 5091			OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800 632 59
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800 635 68

STAPLE HERE

OUR ORDER NO.	BR 1 010649	REQUIRED	01/09/85
CUSTOMER NO.	71027	CUSTOMER P.O. No.	9594
JOB NUMBER		DATE ORDERED	01/08/85
CREDIT	Rw	PPD	
COL		BY	020
SHIP VIA	OT		
SHIP ST	OR	SHIP CO	
FBC	E	FZ	G
DATE SHIPPED		FILLED BY	
LOADED BY		DELIVERED BY	

(503) 389-4665

SOLD TO:
PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO:
BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT		PULL LIST
		JOB 0001 OSH 9594						
		DOMESTIC A-36 W/ OMTR						
		OSHD INSPECTION REQ'D						
		CONTRACT #9594						
2	2	ANGLE 2 X 2 X 1/4	20'	128				
		FOLLOWING IMPORT ACCEPTABLE W/ CERT						
1	1	JR CHANNEL 8 X 8.5	20'	170				
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS						

Phil

DOMESTIC
MFG. ____
HEAT NO. ____

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 298

DEI

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
1716

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:
JOB: 0001 OSH 9594

SHIP TO: GALVINIZERS CO.

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
1/15/85	STROM	1/07/85	VERBAL	RON	010638	1/11/85		71027	1	WORSTFL

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	POLO				
	STATE INSPECTION				
	CONTRACT #9594				
	BASE PLATES				
	BUY AMERICAN - OREGON				
1	MS PLATE 1				
	F/C TO 22" OD X 14" ID	163	CWT	28.70	46.78
	WITH 6 - 1 1/2 ID ON				
	18" B.C.				
	FLAME CUTTING - EUGENE				
	NC TAPE PROGRAMMING CHARGE - EUGENE				55.00
	CERTIFICATION - EUGENE				10.00
	FREIGHT - EUGENE				15.00
					.00
	TOTAL WEIGHT ▶	163		TOTAL AMOUNT ▶	126.78

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 02/15/85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Moore Business Forms, Inc.

FARWEST STEEL
CORPORATION

EUGENE OREGON	BEND OREGON	MEDFORD OREGON	BOISE IDAHO
LOCAL 686-2000 OREGON WATS 800-452-5091 OUTSIDE OREGON WATS 800-547-8933	LOCAL 382-3036	LOCAL 779-6620 OUTSIDE OREGON WATS 800 547 9652	LOCAL 336-24 IDAHO WATS 800 632 5 OUTSIDE IDAHO WATS 800 635 6

STAPLE HERE

OUR ORDER NO.: BR 1 010638
REQUIRED: 01/11/85
CUSTOM P.O. No.: VERBAL
DATE SHIPPED: 1 11 85
CUSTOMER NO.: 71027 (503) 389-4665
JOB NUMBER:
DATE ORDERED: 01/07/85
FILLED BY:
LOADED BY:
DELIVERED BY:

SOLD TO: PLATT MFG.; RON
200 S.E. BRIDGEFORD BLVD.
BEND 64 OR 97702
ORD BY RON

SHIP TO: GALVINIZERS CO.
PORTLAND

CREDIT	PPD	COL	BY
W			017

SHIP VIA: OT

SHIP ST	SHIP CO.	FBC	FZ
OR		E	G

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		POLO					
		STATE INSPECTION					
		CONTRACT #9594					
		BASE PLATES					
		BUY AMERICAN - OREGON					
	1	MS PLATE 1		163			
		F/C TO 22" OD X 14" ID					
		WITH 6 - 1 1/2 ID ON ← 1½" ID					
		18" B.C.					
		FLAME CUTTING - EUGENE					
		NC TAPE PROGRAMMING CHARGE - EUGENE					
		CERTIFICATION - EUGENE					
		2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

Domestic

MFG ______
HEAT NO. ____

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

______ SIGNATURE

TOTALS ▶ 163

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON	EUGENE	OREGON	686-2000
300 N.E. SCOTT ST.	BEND	OREGON	382-3036
741 SO. GRAPE ST.	MEDFORD	OREGON	779-6620
5320 EMERALD ST.	BOISE	IDAHO	336-2410

INVOICE NUMBER
10444

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
3/04/85	STROM	1/07/85	VERBAL	RON	010639	3/01/85		71027	1	WORSTEL

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	P.O.L.O.				
	STATE INSPECTION REQ.				
	CONTRACT #9594				
	BASE PLATES				
	BUY AMERICAN - OREGON				
1	MS PLATE 2	362	CWT	29.70	107.51
	F/C 24 X 24 WITH				
	4" R. ALL 4 CORNERS				
	11" ID ON CTR. WITH				
	6 - 1 1/2 ID ON 18" B.C.				
	FLAME CUTTING - EUGENE				80.00
	NC TAPE PROGRAMMING CHARGE - EUGENE				10.00
	CERTIFICATION - EUGENE				15.00
	FREIGHT - EUGENE				.00
	TOTAL WEIGHT ▶	362		TOTAL AMOUNT ▶	212.51

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 04/11/85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE

ACCOUNTING COPY

Speedifio • Moore Business Forms Inc.

FARWEST STEEL
CORPORATION

EUGENE OREGON
LOCAL 686 2000
OREGON WATS 800-452-5091
OUTSIDE OREGON WATS 800 547-8933

BEND OREGON
LOCAL 382-3036

MEDFORD OREGON
LOCAL 779 6620
OUTSIDE OREGON WATS 800-547-9652

BOISE IDAHO
LOCAL 336 24
IDAHO WATS 800 632 59
OUTSIDE IDAHO WATS 800 635 68

STAPLE HERE

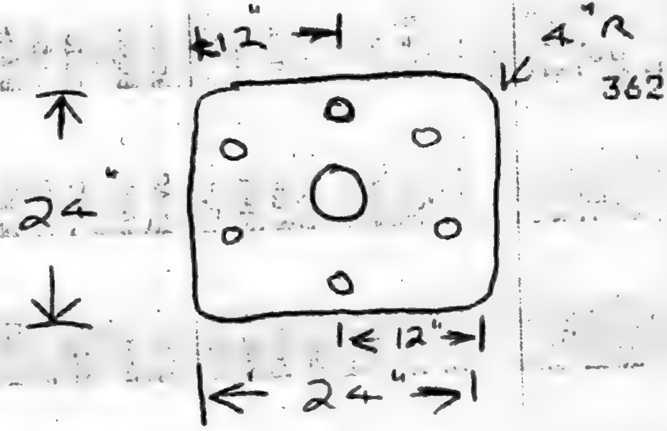
OUR ORDER NO. BR 1 010639
REQUIRED 01/11/85
STOMER P.O. No. VERBAL
JOB NUMBER
DATE ORDERED 01/07/85
DATE SHIPPED 7-1
FILLED BY
LOADED BY
DELIVERED
CUSTOMER NO. 71027 (503) 389-4665
CREDIT RW | PPD | COL | BY 017
SHIP VIA OT
SHIP ST. OR | SHIP CO. | FBC E | FZ G

SOLD TO: PLATT MFG.; RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

262

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		P.O.L.O.					
		STATE INSPECTION REQ.					
		CONTRACT #9594					
		BASE PLATES					
		BUY AMERICAN - OREGON		362			
	1	MS PLATE 2					
		F/C 24 X 24 WITH					
		4" R. ALL 4 CORNERS					
		11" ID ON CTR. WITH					
		6 - 1 1/2 ID ON 18" B.C.					
		FLAME CUTTING - EUGENE					
		NC TAPE PROGRAMMING CHARGE - EUGENE					
		CERTIFICATION - EUGENE					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					



Domestic

MFG ______

HEAT NO. ______

RE Platt

JW

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 362

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 14748

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

SHIP TO: BEND

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
3/28/85	STROM	3/26/85	VERBAL	RON	132663	3/27/85		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CERTS/OMTR/ OK TO MAIL					
5	I BEAM 3 X 5.7	40'	1,140	CWT	23.40	266.76
1	I BEAM 3 X 5.7	20'	114	CWT	23.40	26.68
	CERTIFICATION - EUGENE					5.00
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 04/28/85

TOTAL WEIGHT ▶ 1,254

TOTAL AMOUNT ▶ 298.44

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

Speedito • Moore Business Forms Inc.

FARWEST STEEL
CORPORATION

EUGENE OREGON
LOCAL 686-2000
OREGON WATS 800-452-5091
OUTSIDE OREGON WATS 800-547-8933

BEND OREGON
LOCAL 382-3036

MEDFORD OREGON
LOCAL 779-6620
OUTSIDE OREGON WATS 800-547-9652

BOISE IDAHO
LOCAL 336-241
IDAHO WATS 800-632-595
OUTSIDE IDAHO WATS 800 635 685

LE
ERE

OUR ORDER NO. BR 1 032663
REQUIRED 03/27/85
CUSTOMER P.O. No. VERBAL
JOB NUMBER
DATE ORDERED 03/26/85
DATE SHIPPED 3-27-85
FILLED BY
CREDIT AC
PPD
COL
BY 020
LOADED BY
SHIP VIA OT
DELIVERED BY
SHIP ST. OR
SHIP CO.
FBC E
FZ G

CUSTOMER NO. 71027 (503) 389-4665

SOLD TO: PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT
		JOB 0001 OSH 9594				
		CERTS/OMTR/ OK TO MAIL		1,140		
5	5	I BEAM 3 X 5.7	40'	114		
1	1	I BEAM 3 X 5.7	20'			
		CERTIFICATION - EUGENE				

PULL LIST

MFG ______
HEAT NO. ______

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE ______

TOTALS ▶ 1,254

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON	EUGENE	OREGON	686-2000
300 N.E. SCOTT ST.	BEND	OREGON	382-3036
741 SO. GRAPE ST.	MEDFORD	OREGON	779-6620
5320 EMERALD ST.	BOISE	IDAHO	336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
15359

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: BEND, OR

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
3/29/85	STROM	3/28/85	VERBAL	RON	032861	3/29/85		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	MUST HAVE DELIVERY 3-29-85					
	CERTS / OMTR / MAT					
	OSHD INSP. REQUIRED					
	CONTRACT #9594					
2	ANGLE 6 X 4 X 1/2	40'	1,296	CWT	20.90	270.86
1	FLAT BAR HR 3/8 X 3	20'	77	CWT	19.90	15.32
	CERTIFICATION - EUGENE					15.00
	RUSH					
	FREIGHT - EUGENE					.00
	TOTAL WEIGHT ▶		1,373		TOTAL AMOUNT ▶	301.18

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 04/29/85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE

ACCOUNTING COPY

FARWEST STEEL
CORPORATION

EUGENE OREGON
LOCAL 686-2000
OREGON WATS 800-452-5091
OUTSIDE OREGON WATS 800-547-8933

BEND OREGON
LOCAL 382-3036

MEDFORD OREGON
LOCAL 779 6620
OUTSIDE OREGON WATS 800-547-9652

BOISE IDAHO
LOCAL 336 2
IDAHO WATS 800-632 5
OUTSIDE IDAHO WATS 800-635 6

STAPLE HERE

OUR ORDER NO. BR 1 032861
CUSTOMER NO. 71027 (503) 389-4665

REQUIRED 03/29/85

CUSTOMER P.O. No. VERBAL
JOB NUMBER
DATE ORDERED 03/28/85

CREDIT Rw
PPD | COL | BY 020
SHIP VIA UT
SHIP ST. OR
SHIP CO.
FBC E
FZ G

DATE SHIPPED 3/29
FILLED BY
LOADED BY
DELIVERED BY

SOLD TO:
PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND, OR

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		MUST HAVE DELIVERY 3-29-85					
		CERTS / OMTR / MAT					
		OSHD INSP. REQUIRED					
		CONTRACT #9594					
2	2	ANGLE 6 X 4 X 1/2	40'	1,296			
1	1	FLAT BAR HR 3/8 X 3	20'	77			
		CERTIFICATION - EUGENE					
		RUSH!					

Ral

MFG ________
HEAT NO. ______

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 1,373

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER
16869

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: GALVINIZERS CO.

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
4/10/85	STROM	4/03/85	VERBAL	RON	040373	4/08/85		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CERT/OMTR/MAT					
	OSHD INSP. REQ'D					
	CONTRACT #95494					
85	BLK PIPE X HVY PE 2 1/2	21'	1785.00	CFT	235.00	4194.75
	SAWCUT: 170 PCS @ 9'-0"					
	SAWCUTTING #2 - EUGENE					123.25
	CERTIFICATION - EUGENE					15.00
	HOLD ALL REMS & SHIP TO					
	RON PLATT-BEND-BUNDLE					
	SEE CUSTOMER MAT. ORDER					
	FOR SHIPPING REMS.					
	FREIGHT - EUGENE					.00
	TOTAL WEIGHT ▶		13,675		TOTAL AMOUNT ▶	4,333.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 05/11/85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE

5141

Speediflo® Moore Business Forms, Inc.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779 6620	LOCAL	336 2-
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800-632 5
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800 635 6

STAPLE HERE

OUR ORDER NO.: BR 1 040373

REQUIRED: 04/08/85

CUSTOMER P.O. No.: VERBAL

DATE SHIPPED: 4-8

CUSTOMER NO.: 71027 (503) 389-4665

DATE ORDERED: 04/03/85

CREDIT:
PPD:
COL:
BY: 020

SHIP VIA: 01

SHIP ST.: OR
SHIP CO.:
FBC: E
FZ: G

FILLED BY:

LOADED BY:

DELIVERED BY: Mal

SOLD TO:
PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO:
GALVINIZERS CO.
PORTLAND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		CERT/QMTR/MAT					
		OSHD INSP. REQ'D					
		CONTRACT #95494					
85	85 95	BLK PIPE X HVY PE 2 1/2	21'	15,284			
	170	SAWCUT: 170 PCS @ 9'-0"					
	0	20 PCS @ 9'-6"					
0	29	BLK PIPE X HVY PE 2 1/2	21'	4,666			
		SAWCUT: 70 PCS @ 7'-0"					
		10 PCS @ 7'-6"					
		SAWCUTTING #2 - EUGENE					
		HOLD ALL REMS & SHIP TO					
		RON PLATT- BEND -BUNDLE					
		see Customer Mat Order for shipping items					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS					

SR

MFG ______

HEAT NO. ______

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE ______

TOTALS ▶ 19,950

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 17150

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 OSH 9594

SHIP TO: R.A. HATCH YARD

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
4/11/85 SHIPPED	STROM	4/03/85	VERBAL	RON	040372	4/08/85		71027	1	TONY

DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
(OLD FREEMAN BAG BLDG)					
CERTS/OMTR/MAT					
OSHD INSP. REQ'D					
CONTRACT #9594					
17 BLK PIPE X HVY PE 2 1/2	21'	357.00	CFT	235.00	838.95
SAWCUT: 40 PCS @ 5'-11 5/8"					
10 PCS @ 6'-5 5/8"					
SAWCUTTING #2 - EUGENE					62.50
NOTE: HOLD & TAG REMS - BUNDLE					
TO SHIP TO RON PLATT-BEND, OR.					
PAGE 1 OF 2					
FREIGHT - EUGENE					.00
TOTAL WEIGHT ▶		2,735		TOTAL AMOUNT ▶	901.45

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 05/12/85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

Speediflo • Moore Business Forms, Inc.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336
OREGON WATS	800-452-5091			OUTSIDE OREGON WATS	800 547 9652	IDAHO WATS	800-632
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800 635

STAPLE HERE

OUR ORDER NO.: BR 1 .040372

REQUIRED: 04/08/85

CUSTOMER P.O. No.: VERBAL

DATE SHIPPED: 4-8

CUSTOMER NO.: 71027 (503) 389-4665

JOB NUMBER

DATE ORDERED: 04/03/85

CREDIT

PPD | COL | BY 020

FILLED BY

SOLD TO:
PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP VIA

LOADED BY

SHIP TO:
R.A. HATCH YARD
NE 44TH, PORTLAND

OT

SHIP ST. OR | SHIP CO. | FBC E | FZ G

DELIVERED BY

SHIPPED	ORDERED / DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
	JOB 0001 OSH 9594					
	(OLD FREEMAN BAG BLDG)					
	CERTS/OMTR/MAT					
	OSHD INSP. REQ'D					
	CONTRACT #9594					
			2,735			
17	17 BLK PIPE X HVY PE 2 1/2	21'				
	SAWCUT: 40 PCS @ 5'-11 5/8" ✓					
	10 PCS @ 6'-5 5/8" ✓					
	SAWCUTTING #2 - EUGENE					
	NOTE: HOLD & TAG REMS - BUNDLE					
	TO SHIP TO RON PLATT-BEND, OR.					
	PAGE 1 OF 2					

MFG ——————

HEAT NO. ———

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 2,735

DELIVERY RECEI

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER
17365

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

SHIP TO: GLAVINIZERS CO.

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
4/12/85	STROM	4/08/85	VERBAL	RON	040810	4/09/85		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	REWRITTEN FROM #040373					
	CERTS/OMTR/MAT					
	OSHD INSP REQ'D					
	CONTRACT #9594					
	MAT'L HAS BEEN INSPECTED					
10	BLK PIPE X HVY PE 2 1/2	21'	210.00	CFT	235.00	493.50
	SAWCUT: 20 PCS @ 9'-6"					
26	BLK PIPE X HVY PE 2 1/2	21'	546.00	CFT	235.00	1283.10
	SAWCUT: 69 PCS @ 7'-0" 6 PCS @ 7'-6"					
	SAWCUTTING #2 - EUGENE					95.00
	NOTE: HOLD ALL REMS & SHIP TO					
	RON PLATT-					
	SEE CUST MAT'L ORDER FOR SHIPPING					
	TOTAL WEIGHT ▶				TOTAL AMOUNT ▶	CONT.

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

FARWEST STEEL
CORPORATION

2000 HENDERSON	EUGENE	OREGON	686-2000
300 N.E. SCOTT ST.	BEND	OREGON	382-3036
741 SO. GRAPE ST.	MEDFORD	OREGON	779-6620
5320 EMERALD ST.	BOISE	IDAHO	336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 17365

SOLD TO: RON PLATT MFG.

PAGE 2

CUST JOB:

JOB:

SHIP TO:

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON

SHIPPED	DESCRIPTION AND LENGTH OR SIZE	WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	REM. NO CERT CHARGE FREIGHT - EUGENE				.00
	TOTAL WEIGHT ▶	5,792		TOTAL AMOUNT ▶	1,871.60

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 05/13/85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

Speedifile® Moore Business Forms, Inc.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382-3036	LOCAL	779 6620	LOCAL	336 24
OREGON WATS	800-452-5091		OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800 632 59
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800-635 68

STAPLE HERE

OUR ORDER NO. BR 1 040810

CUSTOMER NO. 71027 (503) 389-4665

REQUIRED 04/09/85

CUSTOMER P.O. No. VERBAL

JOB NUMBER

DATE ORDERED 04/08/85

CREDIT	PPD	COL	BY
Gw			020

SHIP VIA OT

SHIP ST.	SHIP CO.	FBC	FZ
OR		E	G

DATE SHIPPED 4 9 85

FILLED BY

LOADED BY

DELIVERED BY Bob

SOLD TO: PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: GLAVINIZERS CO.
PORTLAND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT
		JOB 0001 OSH 9594				
		REWRITTEN FROM #040373				
		CERTS/OMTR/MAT				
		OSHD INSP REQ'D				
		CONTRACT #9594				
		MAT'L HAS BEEN INSPECTED				
10	10	BLK PIPE X HVY PE 2 1/2	21'	1,609		
		SAWCUT: 20 PCS @ 9'-6"				
26	26 29	BLK PIPE X HVY PE 2 1/2	21'	4,666		
		SAWCUT: 69 70 PCS @ 7'-0"				
		6 10 PCS @ 7'-6"				
		SAWCUTTING #2 - EUGENE				
		NOTE: HOLD ALL REMS & SHIP TO				
		RON PLATT-				
		SEE CUST MAT'L ORDER FOR SHIPPING				
		REM				
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.				

Salv. Co

MFG ______

HEAT NO. ______

PULL LIST

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern sales by Farwest to the above designated Purchaser.

_______________ SIGNATURE

TOTALS ▶ 5792 ~~6,275~~

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER 20087

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0001 DSH 9594

SHIP TO: GLAVINIZERS CO.

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
4/26/85	STROM	4/09/85	VERBAL	RON	040991	4/23/85		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	DUE STOCK - TODAY REWRITTEN FROM #040810 CERTS/OMTR/MAT OSHD INSP. REQ'D					
	3 BLK PIPE X HVY PE 2 1/2	21'	63.00	CFT	235.00	148.05
	SAWCUT: 1 PC @ 7'-0" 4 PCS @ 7'-6" SAWCUTTING #2 - EUGENE					8.25
	HOLD REMS AND SHIP TO RON PLATT (SEE CUST. MAT'L ORDER) FREIGHT - EUGENE					.00

TOTAL WEIGHT ▶ 483

TOTAL AMOUNT ▶ 156.30

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 05/27/85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE

ACCOUNTING COPY

Speediflo • Moore Business Forms Inc.

FARWEST STEEL
CORPORATION

EUGENE OREGON
LOCAL 686-2000
OREGON WATS 800-452-5091
OUTSIDE OREGON WATS 800-547-8933

BEND OREGON
LOCAL 382 3036

MEDFORD OREGON
LOCAL 779-6620
OUTSIDE OREGON WATS 800 547 9652

BOISE IDAHO
LOCAL 336 24
IDAHO WATS 800 632 59
OUTSIDE IDAHO WATS 800 635 68

STAPLE HERE

OUR ORDER NO.: BR 1 040991
REQUIRED: 04/10/85
CUSTOMER P.O. No.: VERBAL
JOB NUMBER:
DATE ORDERED: 04/09/85
DATE SHIPPED: 4 23 85
FILLED BY:
LOADED BY:
DELIVERED BY: Bob
CUSTOMER NO.: 71027 (503) 389-4665

SOLD TO:
PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

CREDIT	PPD	COL	BY
W			020

SHIP VIA: OT

SHIP TO:
GLAVINIZERS CO.
PORTLAND

SHIP ST.	SHIP CO.	FBC	FZ
OR		E	G

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		DUE STOCK - TODAY					
		REWRITTEN FROM #040810					
		CERTS/OMTR/MAT					
		OSHD INSP. REQ'D					
3	3	BLK PIPE X HVY PE 2 1/2	21'	483			
		SAWCUT: 1 PC @ 6'-0'					
		4 PCS @ 7'-6'					
		SAWCUTTING #2 - EUGENE					
		HOLD REMS AND SHIP TO RON PLATT					
		(SEE CUST. MAT'L ORDER)					
		2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.					

Gene Michel

MFG ________

HEAT NO. ______

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE ________________ TOTALS ▶ 483

DELIVERY RECEIPT

F B ☐

E ☐

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
23681

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

SHIP TO: BEND

CUST JOB:

JOB: 0001 DSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/16/85	STROM	5/13/85	VERBAL	RON	051375	5/14/85		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	A-36 - CERTS/OMTR		920	CWT	27.50	253.00
1	I BEAM 8 X 23.0	40'				.00
	FREIGHT - EUGENE					
	TOTAL WEIGHT ▶		920		TOTAL AMOUNT ▶	253.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 06/16/85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL	382 3036	LOCAL	779-6620	LOCAL	336 24
OREGON WATS	800-452-5091			OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800 632 59
OUTSIDE OREGON WATS	800-547-8933					OUTSIDE IDAHO WATS	800 635 68

STAPLE HERE

OUR ORDER NO.: BR 1 051375

REQUIRED: 05/14/85

CUSTOMER NO.: 71027 (503) 389-4665

SOLD TO:
PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

CUSTOMER P.O. No.: VERBAL

JOB NUMBER:

DATE ORDERED: 05/13/85

CREDIT | PPD | COL | BY: 020

SHIP VIA: DT

SHIP ST.: OR | SHIP CO.: | FBC: E | FZ: G

DATE SHIPPED: 5/13

FILLED BY:

LOADED BY:

DELIVERED BY:

PULL LIST

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT
		JOB 0001 OSH 9594				
		A-36 - CERTS/OMTR		920		
1	1	I BEAM 8 X 23.0	40'			

MFG ______

HEAT NO. ______

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE ______

TOTALS ▶ 920

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER 25002

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:
JOB: 0001 OSH 9594

SHIP TO: GALVINIZERS

INVOICE DATE SHIPPED	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/22/85	STROM	5/02/85	1596	RON	050268	5/17/85		71027	1	TONY

DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
CERTS/OMTR-IMPORT OK PER RON PLATT					
OSHD INSPECTION REQ'D					
CONTRACT #9594					
49 BLK PIPE X HVY PE 2 1/2	21'	1029.00	CFT	247.00	2541.63
SAWCUT: 116 PCS @ 7'-0"					
20 PCS @ 7'-6"					170.00
SAWCUTTING #2 - EUGENE					
NOTE:					
HOLD ALL REMS AND SHIP TO					
RON PLATT.					
REFERENCE ORDER #					
FREIGHT - EUGENE					.00

TOTAL WEIGHT ▶ 7,883

TOTAL AMOUNT ▶ 2,711.63

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 06/22/85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE

ACCOUNTING COPY

Speediset® Moore Business Forms, Inc.

FARWEST STEEL
CORPORATION

EUGENE OREGON
LOCAL [illegible] 2000
OREGON WATS 800-452 5091
OUTSIDE OREGON WATS 800-547-8933

BEND OREGON
LOCAL 382 3036

MEDFORD OREGON
LOCAL 779 6620
OUTSIDE OREGON WATS 800 547 9652

BOISE IDAHO
LOCAL 336 2
IDAHO WATS 800 632 5
OUTSIDE IDAHO WATS 800 635 6

STAPLE HERE

OUR ORDER NO.: BR 1 050268

REQUIRED: 05/08/85

CUSTOMER P.O. No.: 1596

JOB NUMBER:

CUSTOMER NO.: 71027 (503) 389-4665

DATE ORDERED: 05/02/85

DATE SHIPPED: 5/7/8

CREDIT: KC

PPD COL BY: 020

FILLED BY:

LOADED BY:

DELIVERED BY:

SOLD TO:
PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP VIA: OT

SHIP TO:
GALVINIZERS
PORTLAND

SHIP ST.	SHIP CO.	FBC	FZ
OR		E	G

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		CERTS/OMTR-IMPORT OK PER RON PLATT					
		OSHD INSPECTION REQ'D					
		CONTRACT #9594.					
49	49 ⑷⓪	BLK PIPE X HVY PE 2 1/2 D-5	21'	6,435			
		SAWCUT: 116 PCS @ 7'-0"					
		20 PCS @ 7'-6"					
		SAWCUTTING #2 - EUGENE					
		NOTE:					
		HOLD ALL REMS AND SHIP TO					
		RON PLATT.					
		REFERENCE ORDER #					

MFG ____

HEAT NO. ____

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 6,435

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

INVOICE NUMBER 25783

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:
JOB: 0001 OSH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
5/28/85	STROM	5/23/85	9594	RON	052785	5/24/85		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	P.O.L.O.					
1	I BEAM 8 X 23.0	20'	460	CWT	23.30	107.18
	FREIGHT - EUGENE					.00

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30 DAYS AFTER DATE OF INVOICE. 2 PCT. PER MONTH SERVICE CHARGE WILL BEGIN TO ACCRUE ON 06/28/85

TOTAL WEIGHT ▶ 460

TOTAL AMOUNT ▶ 107.18

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

Speeditio • Moore Business Forms Inc

STAPLE HERE

OUR ORDER NO. BR 1 052785

CUSTOMER NO. 71027 (503) 389-4665

REQUIRED 05/24/85

SOLD TO: PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP TO: BEND

CUSTOMER P.O. No. 9594

JOB NUMBER

DATE ORDERED 05/23/85

CREDIT KC

PPD | COL | BY 020

SHIP VIA DT

SHIP ST.	SHIP CO.	FBC	FZ
H OR		E	G

DATE SHIPPED

FILLED BY

LOADED BY

DELIVERED BY

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686 2000	LOCAL	382-3036	LOCAL	779-6620	LOCAL	336 24
OREGON WATS	800-452-5091					IDAHO WATS	800-632 59
OUTSIDE OREGON WATS	800-547-8933			OUTSIDE OREGON WATS	800-547-9652	OUTSIDE IDAHO WATS	800-635-68

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		P.O.L.O.					
1	1	I BEAM 8 X 23.0	20'	460			

2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE

TOTALS ▶ 460

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

24172

INVOICE NUMBER 37993

SOLD TO: RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

SHIP TO: BEND

JOB: 0001 OSH 9594

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO.	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
7/29/85	STROM	7/25/85	VERBAL	RON	072902	7/26/85		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	9594					
3	CHANNEL 4 X 5.4	20'	324	CWT	19.25	62.37
	FREIGHT - EUGENE					.00
		TOTAL WEIGHT ▶	324		TOTAL AMOUNT ▶	62.37

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 1 1/2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 08/29/85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

FARWEST STEEL
CORPORATION

EUGENE OREGON		BEND OREGON	MEDFORD OREGON		BOISE IDAHO	
LOCAL	686-2000	LOCAL 382 3036	LOCAL	779-6620	LOCAL	336 2
OREGON WATS	800 452-5091		OUTSIDE OREGON WATS	800-547-9652	IDAHO WATS	800-632 5
OUTSIDE OREGON WATS	800-547-8933				OUTSIDE IDAHO WATS	800-635 6

STAPLE HERE

OUR ORDER NO.: BR 1 072902

REQUIRED: 07/26/85

CUSTOMER P.O. No.: VERBAL

CUSTOMER NO.: 71027 (503) 389-4665

JOB NUMBER:

DATE ORDERED: 07/25/85

CREDIT | PPD | COL | BY: 020

SOLD TO:
PLATT MFG., RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702
ORD BY RON

SHIP VIA: OT

SHIP TO: BEND

SHIP ST.: OR | SHIP CO.: | FBC: E | FZ: G

DATE SHIPPED:

FILLED BY:

LOADED BY:

DELIVERED BY:

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		9594		324			
3	3	CHANNEL 4 X 5.4	20'				

1 1/2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS.

Unless otherwise modified by invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser

SIGNATURE ______________________

TOTALS ▶ 324

DELIVERY RECEIPT

FARWEST STEEL
CORPORATION

2000 HENDERSON • EUGENE • OREGON • 686-2000
300 N.E. SCOTT ST. • BEND • OREGON • 382-3036
741 SO. GRAPE ST. • MEDFORD • OREGON • 779-6620
5320 EMERALD ST. • BOISE • IDAHO • 336-2410

REMIT TO: P.O. BOX 5682 • PORTLAND • OREGON 97208

INVOICE NUMBER
44150

SOLD TO:
RON PLATT MFG.
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

CUST JOB:

JOB: 0021 0SH 9594

SHIP TO: BEND

INVOICE DATE	SALESPERSON	DATE ORDERED	CUST. ORDER NO.	ORDERED BY	OUR ORDER NO	DATE SHIPPED	COPIES	CUST. I.D.	BR	INSIDE SALESPERSON
8/28/85	STROM	8/22/85	VERBAL	RON	082684	8/23/85		71027	1	TONY

SHIPPED	DESCRIPTION AND LENGTH OR SIZE		WEIGHT OR QUAN.	UNIT	UNIT PRICE	AMOUNT
	CERTS					
5	BLK PIPE STD PE 6	21'	105.00	CFT	556.00	583.80
	CERTS					
2	FLAT BAR HR 1/4 X 3	20'	102	CWT	18.50	18.87
	CERTIFICATION - EUGENE					5.00
	FREIGHT - EUGENE					.00
		TOTAL WEIGHT ▶	2,394	TOTAL AMOUNT ▶		607.67

TERMS- DISCOUNT 1/2 OF 1 PCT. 10TH PROX. NET 30
DAYS AFTER DATE OF INVOICE. 1 1/2 PCT. PER MONTH
SERVICE CHARGE WILL BEGIN TO ACCRUE ON 09/28/85

THE TERMS AND CONDITIONS ON THE REVERSE HEREOF SHALL GOVERN THIS SALE.

ACCOUNTING COPY

FARWEST STEEL CORPORATION

EUGENE OREGON		BEND OREGON		MEDFORD OREGON		BOISE IDAHO	
LOCAL	686 2000	LOCAL	382 3036	LOCAL	779 6620	LOCAL	336 2
OREGON WATS	800 452 5091			OUTSIDE OREGON WATS	800 547 9652	IDAHO WATS	800 632 5
OUTSIDE OREGON WATS	800 547 8933					OUTSIDE IDAHO WATS	800 635 6

OUR ORDER NO.	15 082684
CUSTOMER NO.	7(027
REQUIRED	08/23/85
CUSTOMER P.O. No.	VERBAL
JOB NUMBER	
DATE ORDERED	08/22/85
CREDIT / PPD / COL / BY	020
SHIP VIA	
SHIP ST	OT OR
SHIP CO	
FBC	E
FZ	G
DATE SHIPPED	8-23
FILLED BY	
LOADED BY	
DELIVERED BY	

SOLD TO:
(503) 389-4665
PLATT MFG. RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

SHIP TO:
ORD. BY RON
BEND

SHIPPED	ORDERED	DESCRIPTION	LENGTH OR SIZE	WEIGHT	UNIT PRICE	SELL AMOUNT	PULL LIST
		JOB 0001 OSH 9594					
		CERTS					
5	5	BLK PIPE STD PE 6	21'	1,992			
		CERTS					
2	2	FLAT BAR HR 1/4 X 3 E-16	20'	102	CASCADE #56091		

Cert

MFG ____
HEAT NO. ____

1 1/2 % PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

Unless otherwise modified by Invoice it is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated Purchaser.

SIGNATURE ____

TOTALS ▶ 2,094

DELIVERY RECEIPT

CL 1986-0140
9594

N

FILED
MAR 26 1986
BARBARA ROBERTS
SECRETARY OF STATE

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

March 18, 1986

In Reply Refer To
File No.: CON 5
#9594
#9621

Johns Concrete Pumping Inc.
3510 N.E. 97th Avenue
Vancouver, WA 98662

NOTED ON CARDS
5-5-86

We have received your letter, dated March 6, 1986, with supporting documentation, filing claims against the following Highway Division contracts:

FILED BY:	Johns Concrete Pumping Inc.
CONTRACT NO.:	9594
CONTRACTOR:	R. A. Hatch Co.
AMOUNT:	$6,914.76
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway), Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon
CONTRACT NO.:	9621
CONTRACTOR:	S. J. Groves & Sons Company
AMOUNT:	$6,914.00
PROJECT:	S. Banfield Interchange-S.E. Washington Street Section, East Portland Freeway, Multnomah County
SURETY:	The American Insurance Co.

We will advise the sureties, agent and the contractors of the receipt of these claims. We will also forward them to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

S. J. Groves & Sons Company
2255 116th Avenue N.E.
Bellevue, WA 98004

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

RECEIVED
MAR 28 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

[illegible]
39-82

9594
9621

R. W. Gormsen
Room 171
Transportation Bldg.
Salem, Oregon 97310

Mar. 6, 1986

Dear Mr. Gormsen:

Have talked to the R. A. Hatch Co. and have sent the enclosed statements. As of the above date we have had no response from them.

Sincerely

Don A. Taylor
Johns Concrete Pumping Inc.
3510 N. E. 97th Ave
Vancouver, Wa 98662

256-4692

3-6-86. He will phone in our contract # R

RECEIVED
MAR 7 - 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

STATEMENT

R. A. Hatch
P. O. Box 6179
Bend, Oregon 97708

Feburary 26,1986

Gentlemen:

The invoices to Johns Concrete Pumping Inc are now all more than a year past due. Could you in the best interests of both companies PLEASE pay for the services we provided you. Please remitt the balance shown below.

1 Jan 1986 PAST DUE Balance----------	$19,279.62
27 Jan Ck # 702604 -----------------	5,777.38
Accumulated Interest----------------	326.52
Past Balance Due	$13,828.76

PLEASE REMITT NOW

Don A Taylor
Johns Concrete Pumping Inc
Pachl Const. Co.

50% of this to contract 9594 6914.76

50% to contract 9621 6914.00

RECEIVED
MAR 7 - 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

STATEMENT

R. A. Hatch
P. O. Box 6179
Bend, Oregon 97708

March 6, 1986

Gentlemen:

The invoices to Johns Concrete Pumping Inc are now all more than a year past due. Could you in the best interests of both companies PLEASE pay for the services we provided you. Please remitt the balance shown below.

1 Jan 1986 PAST DUE Balance	$19,279.62
27 Jan Ck # 702604	5,777.38
Accumulated Interest	326.52
Past Balance Due	$13,828.76

PLEASE REMITT NOW

Don A Taylor
Johns Concrete Pumping Inc
Pachl Const. Co.

RECEIVED
MAR 7 - 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1986-0143

9594

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAR 26 1986
BARBARA ROBERTS
SECRETARY OF STATE

March 18, 1986

IN REPLY REFER TO
FILE NO.: CON 5
#9594

Traffic Safety Supply
2324 S.E. Umatilla
Portland, OR 97202

Attention: Richard A. Parson
Vice President

We have received your letter of January 27, 1986, revising the amount of your claim filed against the following Highway Division contract:

FILED BY:	Traffic Safety Supply Co.
AMOUNT:	Increases amount from $22,283.93 to $26,539.40 plus interest
FOR:	Material
AGAINST :	R. A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Ave.-N.E. 87th Ave. (Banfield Transitway) Section, Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. & Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

NOTED ON CARD
5/20/86 CB

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
MAR 28 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

TRAFFIC SAFETY SUPPLY CO.

2324 S.E. UMATILLA ST. PORTLAND, OREGON 97202   235-8531 AREA CODE 503

January 27, 1986

Commission Services Section
Room 121
Transportation Building
Salem, Oregon 97310

Re: OSHD COntract #9594
N.E. 37th Avenue - N. E. 87th Avenue Section
Columbia River Highway
R.A. Hatch Co.
Hopsing Construction Co.

Gentlemen:

Regarding our claim dated Sept. 19, 1985 and our change of Nov. 27, 1985. Please add $4255.47 to the ammended amount of $22,283.93 for a total of $26, 539.40 against the bond taken from R.A. Hatch, Hopsing Construction and Corron & Black. In addition they have accumulated almost $3000.00 in interest due us.

Very truly yours,

TRAFFICE SAFETY SUPPLY CO.

Richard A. Parson
Vice President

DP/jh

cc: Corron & Black
R.A. Hatch
Hopsing Construction
Robert Smith

RECEIVED
1986

MANUFACTURERS AND DISTRIBUTORS
STREET AND HIGHWAY SIGNS - SAFETY AND CONSTRUCTION ACCESSORIES

March 17, 1986

CON 5
#9594

Farwest Rebar Company
P.O. Box 889
Eugene, OR 97440

Attention: Richard E. Jones
Executive Vice President-
General Manager

We have received your Notice of Claim dated February 20, 1986, concerning the following Highway Division contract:

FILED BY:	**Farwest Rebar Company**
AMOUNT:	**$13,177.45**
FOR:	**Fabricated reinforcing steel**
AGAINST :	R. A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Ave.-N.E. 87th Ave. (Banfield Transitway) Section, Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. & Industrial Indemnity Co.
AGENT:	**Corroon & Black of Oregon**

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

NOTED ON CARD
3-1 [illegible]

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Corroon & Black of Oregon
P.O. Box 3699
Portland, OR 97207

attachments
due to size
not sent to
cc's

bbc: Bryant Jackmond
FKN:cc

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

FARWEST REBAR CO.

P. O. Box 889
EUGENE, OREGON 97440
(503) 726-7323

February 20, 1986

NOTICE OF CLAIM

(OREGON PUBLIC WORKS)

TO: Oregon State Department of Transportation
Transportation Building
Salem, Oregon 97310

NOTICE IS HEREBY GIVEN That the undersigned, Farwest Rebar Co. has a claim for Fabricated Reinforcing Steel in the sum of Thirteen Thousand One Hundred Seventy Seven and 45/100 Dollars ($13,177.45) against the bond taken from R.A. Hatch Co. as principal, and Industrial Indemnity Company as surety or sureties for the work of the Oregon Department of Transportation Contract No. 9594, Multnomah County Columbia River Highway, N.E. 39th Avenue - N.E. 87th Avenue Section.

Dated this 20th day of February, 1986.

Farwest Rebar Co.

Richard E. Jones
Executive Vice President-General Manager

CWC/sh

RECEIVED
FEB 20 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE OF CLAIM ON PAYMENT BOND

(OREGON PUBLIC WORKS)

STATE OF OREGON)
) SS.
LANE COUNTY)

TO: R.A. Hatch Co.
P. O. Box 6179
Bend, Oregon 97708

YOU ARE HEREBY NOTIFIED That the undersigned, FARWEST REBAR CO. has a claim in the sum of Thirteen Thousand One Hundred Seventy Seven and 45/100 Dollars ($13,177.45), due against the bond taken from R.A. Hatch Co., as principal and Industrial Indemnity Company as surety, for the work or labor and materials performed or furnished by us on the ODOT Contract No. 9594.

YOU ARE HEREBY NOTIFIED That the undersigned performed labor and/or funished materials consisting of the following:

FABRICATED REINFORCING STEEL

That the labor and/or mateials above-described were performed and/or furnished by virtue of and for use in the performance of that certain contract between the principal and public body above-described, to wit:

OREGON DEPARTMENT OF TRANSPORTATION
Contract No. 9594
Multnomah County Columbia River Highway
NE 39th Avenue - NE 87th Avenue Section

That said materials and/or labor were furnished to and received by R.A. Hatch Co. with the authority to receive the same and that a claim for payment therefore is hereby asserted against you.

That the last performance of labor and/or furnishing of materials by the undersigned was on the 28th day of June 1985, which labor was perforemed and/or materials were furnished as follows:

FABRICATED REINFORCING STEEL

You are notified and notice is sent pursuant to and in complience with the laws of the State of Oregon, as set forth in ORS 279.526 and the amount above-claimed as due and owing is that sum remaining after due allowance for all just credits and offsets.

Dated this 20th day of February, 1986.

FARWEST REBAR CO.
Post Office Box 889
Eugene, Oregon 97440

Richard E. Jones
Executive Vice President, General Manager

COPY

REJ/sh

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          FARWEST REBAR COMPANY - A/R LEDGER                        KAR00

          JAN 1, 1986 TO JAN 31, 1986

          HATCH CO.; R.A.                           R35040
          P.O. BOX 6179
          BEND              OR     97708            2/76  AR-01  IN-

    D&B  8/79  DACM  4/79  FIN STMT  0/00  BANK 96-533   STROM     TERMS
    CREDIT GUIDE     1,000     HIGH BAL THIS YEAR    73,442

84-053435  4/27/84 SVC CHARGE                 27.39                     27.39  644

85-056222  3/15/85 INVOICE                   154.90                    154.90  322

85-056726  5/02/85 INVOICE                    36.00                     36.00  274

85-056795  5/10/85 INVOICE                    92.94                     92.94  266

85-057221  6/11/85 INVOICE                    92.94                     92.94  234

85-057583  7/09/85 INVOICE                    53.54                     53.54  206

85-058874 10/09/85 INVOICE                 1,191.69                  1,191.69  114

85-059016 10/21/85 INVOICE                   198.00                    198.00  102

85-059251 11/08/85 INVOICE                    52.75                     52.75   84

85-059344 11/18/85 INVOICE                    46.65                     46.65   74

                                       1/31/86 BALANCE           1,946.80

       0 PAID REGULAR INVOICES           AVG. DAYS TO PAY
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FARWEST REBAR CO.

2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER
56222

SOLD TO

R.A. HATCH CO.
P. O. BOX 6179
BEND, OR 97708

CUSTOMER I.D. R 35040

SHIP TO: BANFIELD 39TH TO 87TH

INVOICE DATE	DATE ORDERED	SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
3/15/85	3/12/85			S-03136	

	WEIGHT OR LIN.	UNIT PRICE	AMOUNT
STORAGE FEE FOR FEBRUARY 1985			
123,917 LBS. @		2.50/TON	154.90

TOTAL WEIGHT	TOTAL AMOUNT
	154.90

FARWEST REBAR CO.

2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER
56726

SOLD TO
R. A. HATCH CO.
POST OFFICE BOX 201
BEND, OREGON 97701

CUSTOMER I.D. R 35040

SHIP TO: PORTLAND

INVOICE DATE	DATE ORDERED	SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
05/02/85		05/01/85		8-04463	

	WEIGHT OR QUAN.	UNIT PRICE	AMOUNT
36 1-1/4 x 5" DOWEL CAPS		1.00	36.00

TOTAL WEIGHT		TOTAL AMOUNT	36.00

FARWEST REBAR CO.

EUGENE 686-2000
MEDFORD 779-6620
BOISE (208) 344-3311

SPECIAL BENDS	CREDIT	DATE ORDERED	CUSTOMER PURCHASE ORDER NO.	
CONTROL CODE		JOB NO. [redacted]	BRANCH 8	OUR ORDER NO. 04463
PHONE NO.				

R. [illegible] HATCH CO. R 35040 [redacted]
P. O. BOX 201
BEND, OREGON 97701
382-8418

SHIP VIA Greyhound	PPD. ✓	COL.	WRITTEN BY [illegible]	DATE SHIPPED
				FILLED BY
SHIP TO Portland				LOADED BY
				DELIVERED BY

SHIPPED	DESCRIPTION	WEIGHT
1	JOB	
2		
3	FABRICATED REINFORCING STEEL	10
4	WIRE MESH	
5		
6	PER:	
7	36 1 1/4 X 5" Dowel Caps	
8	Per Lowell Burdine	
9		
10		
11		
12		
13		
14		
15	GRADE	
16	MAX. LENGTH	
17	NO. TAGS	
	TOTALS →	10

	DTL. SH. POS.	DTL. SH. REPRO.	D W G S POS.	D W G S REPRO.
APPR.				
FILE				
JOB				
BILLING				
OTHER				
TOTAL				

RETURN HTS. FOR ☐ LETTER ☐ FILE

TYPE

DIST. C.C. TO

NO.	GRADE 40	HEAT NO.	GRADE 60	HEAT NO.
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
14				
18				

It is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated purchaser.

W-15

Signature

OFFICE CONTROL

FARWEST REBAR CO.

2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER	56795

SOLD TO R. A. HATCH CO.

POST OFFICE BOX 6179
BEND, OREGON 97708

CUSTOMER I.D. R 35040

SHIP TO: BANFIELD 39TH -87TH

INVOICE DATE	DATE ORDERED	SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
05/10/85	05/09/85			8-05171	

	WEIGHT OR QUAN.	UNIT PRICE	AMOUNT
APRIL 1985 STORAGE FEE			
74,351 LBS @ 2.50/TON			92.94

TOTAL WEIGHT		TOTAL AMOUNT	92.94

FARWEST REBAR CO.
2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER
57221

SOLD TO

R. A. HATCH COMPANY
POST OFFICE BOX 6179
BEND, OREGON 97708

CUSTOMER I.D.
R 35040

SHIP TO: BANFIELD 30th-87th--STORAGE FEE

INVOICE DATE	DATE ORDERED	SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
06/11/85	06/10/85			8-06007	

	WEIGHT OR QUAN.	UNIT PRICE	AMOUNT
74.349 LBS @ 2.50/TON			92.94

TOTAL WEIGHT	TOTAL AMOUNT
	92.94

FARWEST REBAR CO.

2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER
57583

SOLD TO
R.A. HATCH CO.
P. O. BOX 6179
BEND, OR 97708

CUSTOMER I.D. R35040

SHIP TO: BANFIELD 39TH - 87TH

INVOICE DATE	DATE ORDERED	SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
07/09/85	07/09/85			8-07100	

	WEIGHT OR QUAN.	UNIT PRICE	AMOUNT
STORAGE FEE FOR JUNE (PRO-RATED) 1-18 JUNE 1985 74,351 @ $2.50/TON			53.54

TOTAL WEIGHT		TOTAL AMOUNT	53.54

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          FARWEST REBAR CO. - A/R LEDGER - YEARLY


      JAN 1,1983 TO DEC 31,1983


    R.A. HATCH CO.-39TH-87TH PORTLAND                            R35041
    P.O. BOX 10160
    PORTLAND               OR           97218          4/83


CASH INC 12/31/83  INV INC 12/31/83                    STROM        AR-01  IN-


                                                                     BALANCE
      4/05/83    INVOICE       051025     1,610.55                  1,610.55
      4/12/83    INVOICE       051061       286.89                  1,897.44
      4/12/83    INVOICE       051062        30.00                  1,927.44
      4/20/83    INVOICE       051101     3,402.82                  5,330.26
      4/22/83    INVOICE       051117    92,568.93                 97,899.19
      4/22/83    INVOICE       051120     4,028.20                101,927.39
      4/22/83    INVOICE       051122    26,758.68                128,686.07
      4/25/83    INVOICE       051147    29,314.58                158,000.65
      4/26/83    INVOICE       051160    27,156.52                185,157.17
      4/27/83    INVOICE       051166    27,621.81                212,778.98
      4/28/83    INVOICE       051173                             212,778.98
      4/28/83    INVOICE       051174    27,406.53                240,185.51
      4/28/83    CREDIT MEMO   051175                  171.54-    240,013.97
      4/28/83    INVOICE       051181    13,698.77                253,712.74
      4/30/83    INVOICE       051184    13,964.48                267,677.22
      4/30/83    INVOICE       051186                             267,677.22
      4/30/83    INVOICE       051187     1,967.68                269,644.90
    INFO ONLY        CURRENT    30 DAY      60 DAY      90 DAY
      4/30/83   269,644.90
                                                                  269,644.90

      5/03/83    INVOICE       051191                             269,644.90
      5/03/83    INVOICE       051193    28,128.03                297,772.93
      5/03/83    INVOICE       051194    28,316.96                326,089.89
      5/03/83    INVOICE       051202       454.87                326,544.76
      5/04/83    INVOICE       051206    28,251.60                354,796.36
      5/05/83    INVOICE       051216    28,179.68                382,976.04
      5/06/83    INVOICE       051224    27,396.12                410,372.16
      5/09/83    INVOICE       051236                             410,372.16
      5/10/83    INVOICE       051238        14.98                410,387.14
      5/10/83    INVOICE       051244    14,671.84                425,058.98
      5/11/83    INVOICE       051248    14,339.07                439,398.05
      5/11/83    INVOICE       051249                             439,398.05
      5/11/83    INVOICE       051250     1,989.05                441,387.10
      5/12/83    INVOICE       051261    13,786.10                455,173.20
      5/12/83    INVOICE       051262     1,904.23                457,077.43
      5/13/83    INVOICE       051272    13,708.76                470,786.19
      5/13/83    INVOICE       051273     2,021.43                472,807.62
      5/16/83    INVOICE       051280    13,978.89                486,786.51
      5/16/83    INVOICE       051281     2,160.24                488,946.75
      5/17/83    INVOICE       051289    21,314.17                510,260.92
      5/18/83    INVOICE       051303    13,606.02                523,866.94
      5/18/83    INVOICE       051309     2,313.47                526,180.41
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          FARWEST REBAR CO. - A/R LEDGER - YEARLY

      JAN 1,1983 TO DEC 31,1983

        R.A. HATCH CO.-39TH-87TH PORTLAND                        R35041
  CASH INC 12/31/83   INV INC 12/31/83             PAGE    2

      5/19/83   INVOICE       051315
      5/19/83   INVOICE       051316    10,226.33                  526,180.41
      5/20/83   INVOICE       051340     2,283.68                  536,406.74
      5/24/83   INVOICE       051351                               538,690.42
      5/24/83   INVOICE       051352     2,079.19                  538,690.42
      5/25/83   INVOICE       051359     6,949.20                  540,769.61
      5/25/83   CASH PMT                                           547,718.81
      5/25/83   CASH PMT                             51,755.85-    495,962.96
      5/27/83   INVOICE                              50,000.00-    445,962.96
      5/27/83   INVOICE       051384    13,989.17                  459,952.13
                              051385    41,225.46                  501,177.59
    INFO ONLY      CURRENT     30 DAY      60 DAY       90 DAY
      5/31/83   333,288.54 167,889.05                              501,177.59

      6/01/83   INVOICE       051405     6,565.91                  507,743.50
      6/01/83   INVOICE       051409                               507,743.50
      6/01/83   INVOICE       051410                               507,743.50
      6/01/83   INVOICE       051411       969.60                  508,713.10
      6/06/83   INVOICE       051430     4,347.56                  513,060.66
      6/06/83   INVOICE       051431                               513,060.66
      6/07/83   INVOICE       051439                               513,060.66
      6/07/83   INVOICE       051440     2,330.12                  515,390.78
      6/09/83   INVOICE       051448     1,969.17                  517,359.95
      6/13/83   INVOICE       051466       857.34                  518,217.29
      6/13/83   INVOICE       051467       151.46                  518,368.75
      6/14/83   INVOICE       051491                               518,368.75
      6/14/83   INVOICE       051492     2,942.21                  521,310.96
      6/17/83   INVOICE       051521        75.52                  521,386.48
      6/23/83   INVOICE       051583     2,187.00                  523,573.48
      6/23/83   CASH PMT                             90,000.00-    433,573.48
      6/23/83   CASH PMT                             90,000.00-    343,573.48
      6/23/83   CASH PMT                             90,000.00-    253,573.48
      6/23/83   CASH PMT                             90,000.00-    163,573.48
      6/23/83   CASH PMT                             76,934.57-     86,638.91
      6/24/83   INVOICE       051592     2,194.50                   88,833.41
      6/29/83   INVOICE       051623     2,067.37                   90,900.78
      6/30/83   INVOICE       051643     2,256.06                   93,156.84
      6/30/83   INVOICE       051663     1,705.82                   94,862.66
    INFO ONLY      CURRENT     30 DAY      60 DAY       90 DAY
      6/30/83   30,619.64  64,243.02                                94,862.66

      7/05/83   INVOICE       051667     1,143.44                   96,006.10
      7/05/83   INVOICE       051670   477,109.92                  573,116.02
      7/07/83   INVOICE       051699     2,259.22                  575,375.24
      7/13/83   INVOICE       051725     2,296.49                  577,671.73
      7/18/83   INVOICE       051747     1,824.45                  579,496.18
      7/19/83   INVOICE       051763                               579,496.18
      7/19/83   INVOICE       051764     1,938.40                  581,434.58
      7/20/83   INVOICE       051780                               581,434.58
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            FARWEST REBAR CO. - A/R LEDGER - YEARLY

        JAN 1,1983 TO DEC 31,1983

      R.A. HATCH CO.-39TH-87TH PORTLAND                   R35041
CASH INC 12/31/83  INV INC 12/31/83          PAGE    3


     7/20/83    INVOICE         051781     4,379.47                585,814.05
     7/25/83    INVOICE         051800     2,240.58                588,054.63
     7/26/83    INVOICE         051818     2,270.17                590,324.80
     7/27/83    CASH PMT                               9,732.23-   580,592.57
     7/28/83    INVOICE         051841     2,130.61                582,723.18
     7/29/83    INVOICE         051857     2,204.59                584,927.77
     7/31/83    CASH PMT                              84,451.91-   500,475.86
   INFO ONLY        CURRENT      30 DAY      60 DAY      90 DAY
     7/31/83   499,797.34       678.52                             500,475.86

     8/05/83    INVOICE         051912                             500,475.86
     8/05/83    INVOICE         051913     4,195.34                504,671.20
     8/10/83    INVOICE         051943     1,484.81                506,156.01
     8/10/83    INVOICE         051953     1,636.99                507,793.00
     8/11/83    INVOICE         051961     2,129.47                509,922.47
     8/16/83    INVOICE         051980     2,173.58                512,096.05
     8/17/83    INVOICE         052001     2,284.28                514,380.33
     8/18/83    INVOICE         052017     2,061.31                516,441.64
     8/22/83    INVOICE         052037     2,030.32                518,471.96
     8/24/83    INVOICE         052056     3,007.00                521,478.96
     8/25/83    CASH PMT                              95,000.00-   426,478.96
     8/25/83    CASH PMT                              18,900.08-   407,578.88
     8/25/83    OTHER                     56,338.73                463,917.61
     8/25/83    CASH PMT                              95,000.00-   368,917.61
     8/25/83    CASH PMT                              95,000.00-   273,917.61
     8/25/83    CASH PMT                              95,000.00-   178,917.61
     8/25/83    CASH PMT                              95,000.00-    83,917.61
     8/26/83    INVOICE         052075     2,143.86                 86,061.47
     8/26/83    INVOICE         052099     3,475.56                 89,537.03
     8/30/83    INVOICE         052116     1,985.89                 91,522.92
   INFO ONLY        CURRENT      30 DAY      60 DAY      90 DAY
     8/31/83    28,608.41     6,575.78                              91,522.92

     9/02/83    INVOICE         052136     4,115.60                 95,638.52
     9/06/83    INVOICE         052149     2,017.77                 97,656.29
     9/08/83    INVOICE         052160     2,168.80                 99,825.09
     9/12/83    INVOICE         052190     2,356.58                102,181.67
     9/15/83    INVOICE         052214     5,439.54                107,621.21
     9/20/83    INVOICE         052252     2,005.17                109,626.38
     9/22/83    INVOICE         052288       990.59                110,616.97
     9/28/83    INVOICE         052317     2,361.95                112,978.92
     9/29/83    INVOICE         052324     4,595.30                117,574.22
     9/30/83    INVOICE         052330     3,270.90                120,845.12
   INFO ONLY        CURRENT      30 DAY      60 DAY      90 DAY
     9/30/83    29,322.20    28,608.41    6,575.78                 120,845.12

    10/05/83    INVOICE         052354     2,010.92                122,856.04
    10/06/83    INVOICE         052372     3,047.28                125,903.32
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              FARWEST REBAR CO. - A/R LEDGER - YEARLY

        JAN 1,1983 TO DEC 31,1983

      R.A. HATCH CO.-39TH-87TH PORTLAND
CASH INC 12/31/83  INV INC 12/31/83           PAGE    4      R35041

   10/07/83   INVOICE       052379     2,120.91
   10/14/83   OTHER                                           128,024.23
   10/14/83   CASH PMT                             5,248.25-  122,775.98
   10/17/83   INVOICE       052426     3,288.55   24,571.88-   98,204.10
   10/20/83   INVOICE       052455     1,159.20               101,492.65
   10/25/83   OTHER                                           102,651.85
   10/27/83   INVOICE       052499     2,210.05    7,008.64-   95,643.21
   10/31/83   INVOICE       052520     2,482.72                97,853.26
 INFO ONLY      CURRENT     30 DAY       60 DAY      90 DAY   100,335.98
   10/31/83   16,319.63   29,322.20   10,612.31
                                                              100,335.98

   11/02/83   OTHER                    1,335.53
   11/02/83   CASH PMT                                        101,671.51
   11/03/83   INVOICE       052535     1,152.11   26,710.60-   74,960.91
   11/04/83   INVOICE       052543       955.71                76,113.02
   11/04/83   INVOICE       052544     1,148.52                77,068.73
   11/07/83   INVOICE       052554                             78,217.25
   11/07/83   INVOICE       052555     4,949.59                78,217.25
   11/08/83   INVOICE       052568     5,119.84                83,166.84
   11/09/83   INVOICE       052575     6,731.49                88,286.68
   11/10/83   INVOICE       052577     7,328.11                95,018.17
   11/15/83   INVOICE       052594     5,649.30               102,346.28
   11/16/83   INVOICE       052606     6,356.20               107,995.58
   11/17/83   INVOICE       052615     4,004.32               114,351.78
   11/18/83   INVOICE       052628     5,472.12               118,356.10
   11/28/83   INVOICE       052654     6,400.54               123,828.22
   11/29/83   INVOICE       052660       491.87               130,228.76
   11/30/83   CREDIT MEMO   052670                            130,720.63
   11/30/83   CREDIT MEMO   052671                23,069.74-  107,650.89
   11/30/83   INVOICE       052677     1,909.95   30,253.26-   77,397.63
   11/30/83   INVOICE       052678                             79,307.58
 INFO ONLY      CURRENT     30 DAY       60 DAY      90 DAY    79,307.58
   11/30/83   23,890.21
                                                               79,307.58

   12/06/83   INVOICE       052696
   12/06/83   INVOICE       052697     2,192.95                79,307.58
   12/08/83   INVOICE       052705     1,683.98                81,500.53
   12/12/83   INVOICE       052718         3.98                83,184.51
   12/13/83   INVOICE       052733        83.08                83,188.49
   12/19/83   INVOICE       052749       297.84                83,271.57
   12/19/83   INVOICE       052754       175.96                83,569.41
   12/20/83   INVOICE       052760       128.72                83,745.37
   12/21/83   INVOICE       052770     1,957.93                83,874.09
   12/28/83   INVOICE       052795     2,161.07                85,832.02
   12/28/83   CASH PMT                                         87,993.09
   12/29/83   INVOICE       052799       423.55   14,682.25-   73,310.84
 INFO ONLY      CURRENT     30 DAY       60 DAY      90 DAY    73,734.39
   12/31/83    9,109.06   19,207.96
                                                               73,734.39
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         FARWEST REBAR COMPANY - A/R LEDGER                    RAR60

         JAN 1, 1984 TO DEC 31, 1984

         HATCH CO.; R.A.                            R35040
         P.O. BOX 6179
         BEND              OR      97708            2/76  AR-01  IN-

  JOB 0001 39TH-87TH PORTLAND                       5,000.00

  D&B  8/79  OACM  4/79  FIN STMT  0/00  BANK 96-533   STROM
  CREDIT GUIDE     1,000     HIGH BAL THIS YEAR    120,919

83-OPEN11 11/30/83 INVOICE       19,207.96
   052869  1/23/84 CR MEMO                 5,512.60-
           3/06/84 PAYMENT                13,544.69-
           3/31/84 PAYMENT        5,512.60
           5/25/84 ADJUSTMENT              5,663.27-      .00  177

83-OPEN12 12/31/83 INVOICE        9,109.06
           3/31/84 PAYMENT                 4,542.55-
           5/25/84 ADJUSTMENT              4,566.51-      .00  146

84-052820  1/10/84 INVOICE        2,151.06
           3/31/84 PAYMENT                 2,151.06-      .00   81

84-052828  1/11/84 INVOICE          787.99
           3/31/84 PAYMENT                   787.99-      .00   80

84-052841  1/16/84 INVOICE            6.78
           3/31/84 PAYMENT                     6.78-      .00   75

84-052848  1/16/84 INVOICE        8,921.88
           3/31/84 PAYMENT                 8,921.88-      .00   75

84-052859  1/18/84 INVOICE        2,067.31
           3/31/84 PAYMENT                 2,067.31-      .00   73

84-052860  1/18/84 INVOICE           66.18
           3/31/84 PAYMENT                    66.18-      .00   73

84-052870  1/23/84 INVOICE        2,174.69
           3/31/84 PAYMENT                 2,174.69-      .00   68

84-052877  1/24/84 INVOICE          334.42
           3/31/84 PAYMENT                   334.42-      .00   67

84-052895  1/26/84 INVOICE        1,773.80
           3/31/84 PAYMENT                 1,773.80-      .00   65

84-052901  1/27/84 INVOICE       12,345.44
   052948  2/06/84 CR MEMO                 4,674.85-
           3/31/84 PAYMENT                 7,670.59-      .00   64

84-052920  1/31/84 INVOICE        3,232.57
           3/31/84 PAYMENT                 3,232.57-      .00   60

84-052958  2/07/84 INVOICE        2,468.54
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 JOB 0001 39TH-67TH PORTLAND                 5,000.00

84-052958  5/25/84 ADJUSTMENT                2,468.54-          .00  108

84-052994  2/14/84 INVOICE           5.40
           5/25/84 ADJUSTMENT                    5.40-          .00  101

84-052996  2/14/84 INVOICE         489.88
           5/25/84 ADJUSTMENT                  489.88-          .00  101

84-053025  2/21/84 INVOICE         939.21
           5/25/84 ADJUSTMENT                  939.21-          .00   94

84-053026  2/21/84 INVOICE       2,055.65
           5/25/84 ADJUSTMENT                2,055.65-          .00   94

84-053046  2/24/84 INVOICE          12.23
           5/25/84 ADJUSTMENT                   12.23-          .00   91

84-053063  2/29/84 INVOICE       1,346.34
           5/25/84 ADJUSTMENT                1,346.34-          .00   86

84-053102  3/05/84 INVOICE         327.15
           5/25/84 ADJUSTMENT                  327.15-          .00   81

84-053114  3/06/84 INVOICE          83.35
           5/25/84 ADJUSTMENT                   83.35-          .00   80

84-053120  3/07/84 INVOICE                                      .00    0

84-053121  3/07/84 INVOICE          48.92
           5/25/84 ADJUSTMENT                   48.92-          .00   79

84-053122  3/07/84 INVOICE          41.54
           5/25/84 ADJUSTMENT                   41.54-          .00   79

84-053136  3/12/84 INVOICE       1,562.89
           5/25/84 ADJUSTMENT                1,562.89-          .00   74

84-053174  3/16/84 INVOICE       2,055.41
           5/25/84 ADJUSTMENT                2,055.41-          .00   70

84-053188  3/27/84 INVOICE         119.73
           6/28/84 ADJUSTMENT                  119.73-          .00   93

84-053220  3/29/84 INVOICE         798.89
           6/28/84 ADJUSTMENT                  798.89-          .00   91

84-053236  3/29/84 INVOICE       1,565.38
           6/28/84 ADJUSTMENT                1,565.38-          .00   91

84-053334  4/12/84 INVOICE       4,935.59
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          FARWEST REBAR COMPANY - A/R LEDGER                           RAR60

          JAN 1, 1984 TO DEC 31, 1984

          HATCH CO.; R.A.                                 R35040    PAGE    3
     JOB 0001 39TH-87TH PORTLAND                            5,000.00

 84-053334  6/28/84 ADJUSTMENT                            4,935.59-          .00   77

 84-053372  4/18/84 INVOICE                2,522.12
            5/25/84 ADJUSTMENT                            1,239.73-
            6/28/84 ADJUSTMENT                            1,282.39-          .00   71

 84-053399  4/23/84 INVOICE                  299.92
            6/28/84 ADJUSTMENT                              299.92-          .00   66

 84-053416  4/25/84 INVOICE                  804.63
            6/28/84 ADJUSTMENT                              804.63-          .00   64

 84-053560  5/16/84 INVOICE                1,452.64
            7/06/84 PAYMENT                               1,171.60-
            7/12/84 ADJUSTMENT                              281.04-          .00   57

 84-053656  5/29/84 INVOICE                   54.53                        54.53  216

 84-053734  6/06/84 INVOICE                  209.92                       209.92  208

 84-053819  6/18/84 INVOICE                  275.12                       275.12  196

 84-053979  7/06/84 INVOICE                   75.45
           10/31/84 PAYMENT                                  75.45-          .00  117

 84-054003  7/10/84 INVOICE                  115.62                       115.62  174

 84-054122  7/24/84 INVOICE                2,803.18                     2,803.18  160

 84-054135  7/25/84 INVOICE                   34.03                        34.03  159

 84-054222  8/07/84 INVOICE                4,276.30                     4,276.30  146

 84-054239  8/07/84 INVOICE                  743.49                       743.49  146

 84-054363  8/17/84 INVOICE                  495.66                       495.66  136

 84-054372  8/20/84 INVOICE                   56.58                        56.58  133

 84-054563  9/10/84 INVOICE                5,516.15                     5,516.15  112

 84-054610  9/13/84 INVOICE                   87.33                        87.33  109

 84-054699  9/21/84 INVOICE                                                  .00    0

 84-054780  9/27/84 INVOICE                  391.13                       391.13   95

 84-054804  9/28/84 INVOICE                2,167.88                     2,167.88   94

 84-054819  9/28/84 INVOICE                1,284.53                     1,284.53   94
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                      FARWEST REBAR COMPANY - A/R LEDGER                          RAR60

                      JAN 1, 1984 TO DEC 31, 1984

                      HATCH CO.; R.A.                              R35040    PAGE    4
              JOB 0001 39TH-87TH PORTLAND                           5,000.00


         84-054891 10/05/84 INVOICE               5,465.52                         5,465.52    87

         84-054921 10/10/84 INVOICE               3,449.19                         3,449.19    82

         84-054949 10/12/84 INVOICE                 100.04                           100.04    80

         84-054985 10/17/84 INVOICE                 991.32                           991.32    75

         84-055026 10/23/84 INVOICE                 991.32                           991.32    69

         84-055132 10/31/84 INVOICE               5,264.02                         5,264.02    61

         84-055152 11/05/84 INVOICE                 855.26                           855.26    56

         84-055179 11/08/84 INVOICE                                                     .00     0

         84-055203 11/12/84 INVOICE                 495.66                           495.66    49

         84-055204 11/12/84 INVOICE                 743.49                           743.49    49

         84-055205 11/12/84 INVOICE                 247.83                           247.83    49

         84-055206 11/12/84 INVOICE                 495.66                           495.66    49

         84-055372 12/04/84 INVOICE                 495.66                           495.66    27

         84-055423 12/11/84 INVOICE                 247.83                           247.83    20

         84-055424 12/11/84 INVOICE                 991.32                           991.32    20

         84-055464 12/12/84 INVOICE                  96.56                            96.56    19

         84-055518 12/27/84 INVOICE                 247.83                           247.83     4

         84-055523 12/27/84 INVOICE                 821.03                           821.03     4

         84-055544 12/28/84 INVOICE               1,873.50                         1,873.50     3

         84-055613 12/31/84 INVOICE                 553.30                           553.30     0

         99-RETAIN 12/31/83 WITHHELD             45,417.37
                    7/12/84 ADJUSTMENT                          10,902.77-
                    8/13/84 PAYMENT                              5,222.24-
                    8/30/84 PAYMENT                             10,000.00-
                   10/04/84 PAYMENT                             10,000.00-
                   10/31/84 PAYMENT                              9,292.36-             .00

         99-UNAPPL  4/30/84 PAYMENT                             27,349.98-
                    5/25/84 ADJUSTMENT           27,349.98
                    6/04/84 PAYMENT                             26,000.00-
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          FARWEST REBAR COMPANY - A/R LEDGER                    RAR60

          JAN 1, 1984 TO DEC 31, 1984

          HATCH CO.; R.A.                         R35040    PAGE    5
  JOB 0001 39TH-87TH PORTLAND                      5,000.00

99-UNAPPL  6/28/84 ADJUSTMENT                    18,193.47-
           6/28/84 ADJUSTMENT         28,000.00
           7/12/84 ADJUSTMENT         10,902.77
           7/12/84 ADJUSTMENT          7,290.70                    .00

                                     12/31/84 BALANCE        42,937.79

      38 PAID REGULAR INVOICES       78 AVG. DAYS TO PAY
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          FARWEST REBAR COMPANY - A/R LEDGER                       RAR60

          JAN 1, 1985 TO DEC 31, 1985

          HATCH CO.; R.A.                                R35040
          P.O. BOX 6179
          BEND                  OR      97708             2/76  AR-01  IN-

      JOB 0001 39TH-87TH PORTLAND                        5,000.00

      D&B  8/79  DACM  4/79  FIN STMT  0/00  BANK 96-533  STROM    TERMS
      CREDIT GUIDE    1,000    HIGH BAL THIS YEAR    72,617

 84-053656  5/29/84 INVOICE                    54.53
            4/16/85 PAYMENT                                 54.53-          .00  322

 84-053734  6/06/84 INVOICE                   209.92
            1/24/85 PAYMENT                                209.92-          .00  232

 84-053819  6/18/84 INVOICE                   275.12
            1/24/85 PAYMENT                                275.12-          .00  220

 84-054003  7/10/84 INVOICE                   115.62
            1/24/85 PAYMENT                                115.62-          .00  198

 84-054122  7/24/84 INVOICE                 2,803.18
            1/24/85 PAYMENT                              2,803.18-          .00  184

 84-054135  7/25/84 INVOICE                    34.03
            1/24/85 PAYMENT                                 34.03-          .00  183

 84-054222  8/07/84 INVOICE                 4,276.30
            1/24/85 PAYMENT                              4,276.30-          .00  170

 84-054239  8/07/84 INVOICE                   743.49
            1/24/85 PAYMENT                                743.49-          .00  170

 84-054363  8/17/84 INVOICE                   495.66
            1/24/85 PAYMENT                                495.66-          .00  160

 84-054372  8/20/84 INVOICE                    56.58
            1/24/85 PAYMENT                                 56.58-          .00  157

 84-054563  9/10/84 INVOICE                 5,516.15
            1/24/85 PAYMENT                              5,516.15-          .00  136

 84-054610  9/13/84 INVOICE                    87.33
            1/24/85 PAYMENT                                 87.33-          .00  133

 84-054780  9/27/84 INVOICE                   391.13
            1/24/85 PAYMENT                                391.13-          .00  119

 84-054804  9/28/84 INVOICE                 2,167.88
            1/24/85 PAYMENT                              2,167.88-          .00  118

 84-054819  9/28/84 INVOICE                 1,284.53
            1/24/85 PAYMENT                              1,284.53-          .00  118
          FARWEST REBAR COMPANY - A/R LEDGER                                     RAR60

          JAN 1, 1985 TO DEC 31, 1985

          HATCH CO.; R.A.                                      R35040    PAGE     2
 JOB 0001 39TH-87TH PORTLAND                                    5,000.00


84-054891 10/05/84 INVOICE                  5,465.52
           1/24/85 PAYMENT                                 5,465.52-            .00  111

84-054921 10/10/84 INVOICE                  3,449.19
           3/11/85 PAYMENT                                 3,449.19-            .00  152

84-054949 10/12/84 INVOICE                    100.04
           3/11/85 PAYMENT                                   100.04-            .00  150

84-054985 10/17/84 INVOICE                    991.32
           3/11/85 PAYMENT                                   991.32-            .00  145

84-055026 10/23/84 INVOICE                    991.32
           4/16/85 PAYMENT                                   991.32-            .00  175

84-055132 10/31/84 INVOICE                  5,264.02
   056156  3/06/85 CR MEMO                                 6,248.89-
           3/11/85 PAYMENT                                 5,264.02-
           5/13/85 PAYMENT                  5,029.46                       1,219.43- 426

84-055152 11/05/84 INVOICE                    855.26
           4/16/85 PAYMENT                                   855.26-            .00  162

84-055203 11/12/84 INVOICE                    495.66
           4/16/85 PAYMENT                                   495.66-            .00  155

84-055204 11/12/84 INVOICE                    743.49
           4/16/85 PAYMENT                                   743.49-            .00  155

84-055205 11/12/84 INVOICE                    247.83
           4/16/85 PAYMENT                                   247.83-            .00  155

84-055206 11/12/84 INVOICE                    495.66
           4/16/85 PAYMENT                                   495.66-            .00  155

84-055372 12/04/84 INVOICE                    495.66
           4/16/85 PAYMENT                                   495.66-            .00  133

84-055423 12/11/84 INVOICE                    247.83
           4/16/85 PAYMENT                                   247.83-            .00  126

84-055424 12/11/84 INVOICE                    991.32
           4/16/85 PAYMENT                                   991.32-            .00  126

84-055464 12/12/84 INVOICE                     96.56
           4/16/85 PAYMENT                                    96.56-            .00  125

84-055518 12/27/84 INVOICE                    247.83
           5/13/85 PAYMENT                                   247.83-            .00  137
          FARWEST REBAR COMPANY - A/R LEDGER                            RAR60

          JAN 1, 1985 TO DEC 31, 1985

          HATCH CO.; R.A.                              R35040    PAGE    3
     JOB 0001 39TH-87TH PORTLAND                      5,000.00


84-055523 12/27/84 INVOICE                 821.03
           5/13/85 PAYMENT                                821.03-            .00  137

84-055544 12/28/84 INVOICE               1,873.50
           5/13/85 PAYMENT                              1,873.50-            .00  136

84-055613 12/31/84 INVOICE                 553.30
           5/13/85 PAYMENT                                553.30-            .00  133

85-055628  1/04/85 INVOICE                  58.43
           5/13/85 PAYMENT                                 58.43-            .00  129

85-055686  1/10/85 INVOICE                 247.83
           5/13/85 PAYMENT                                247.83-            .00  123

85-055798  1/23/85 INVOICE                 247.83
           5/13/85 PAYMENT                                247.83-            .00  110

85-055847  1/29/85 INVOICE                 279.22
           5/13/85 PAYMENT                                279.22-            .00  104

85-055927  2/06/85 INVOICE                                                   .00    0

85-055928  2/06/85 INVOICE               4,475.31
           5/13/85 PAYMENT                              4,475.31-            .00   96

85-055974  2/13/85 INVOICE               4,251.91
           5/13/85 PAYMENT                              4,251.91-            .00   89

85-055985  2/15/85 RET CK CHG              231.68
           5/13/85 PAYMENT                                231.68-            .00   87

85-056000  2/18/85 INVOICE                  49.20
           5/13/85 PAYMENT                                 49.20-            .00   84

85-056070  2/26/85 INVOICE               1,341.15
           5/13/85 PAYMENT                              1,341.15-            .00   76

85-056124  2/28/85 INVOICE                 484.24
           5/13/85 PAYMENT                                484.24-            .00   74

85-056160  3/06/85 INVOICE               2,224.46
           7/12/85 PAYMENT                              2,224.46-            .00  128

85-056171  3/07/85 INVOICE               9,390.89
           7/12/85 PAYMENT                              5,693.28-
           9/23/85 PAYMENT                              3,697.61-            .00  200

85-056181  3/08/85 INVOICE               2,231.84                       2,231.84  298
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          FARWEST REBAR COMPANY - A/R LEDGER                               RAR60

          JAN 1, 1985 TO DEC 31, 1985

          HATCH CO.; R.A.                                  R35040    PAGE    4
     JOB 0001 39TH-87TH PORTLAND                            5,000.00


85-056245  3/26/85 INVOICE                   247.83
           6/07/85 PAYMENT                                247.83-           .00   73

85-056283  3/27/85 INVOICE                 1,155.18
           6/07/85 PAYMENT                              1,155.18-           .00   72

85-056714  4/30/85 INVOICE                 4,885.57                     4,885.57  245

85-056936  5/20/85 INVOICE                 1,834.34                     1,834.34  225

85-056953  5/21/85 INVOICE                   948.14                       948.14  224

85-057444  6/26/85 INVOICE                   371.75                       371.75  188

85-057508  6/28/85 INVOICE                 3,694.92                     3,694.92  186

                                      12/31/85 BALANCE                 12,747.13

       47 PAID REGULAR INVOICES      139 AVG. DAYS TO PAY
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            FARWEST REBAR COMPANY - A/R LEDGER                                RAR60

            JAN 1, 1986 TO JAN 31, 1986

            HATCH CO.; R.A.                                      R35040
            P.O. BOX 6179
            BEND                    OR      97708                2/76  AR-01  IN-

      JOB 0001 39TH-87TH PORTLAND                                5,000.00

      D&B  8/79  OACM   4/79  FIN STMT  0/00  BANK 96-533   STROM     TERMS
      CREDIT GUIDE      1,000     HIGH BAL THIS YEAR    73,442

  84-055132 10/31/84 INVOICE                 5,264.02
     056156  3/06/85 CR MEMO                                6,248.89-
             3/11/85 PAYMENT                                5,264.02-
             5/13/85 PAYMENT                 5,029.46                      1,219.43-  457

  85-056181  3/08/85 INVOICE                 2,231.84                      2,231.84   329

  85-056714  4/30/85 INVOICE                 4,885.57                      4,885.57   276

  85-056936  5/20/85 INVOICE                 1,834.34                      1,834.34   256

  85-056953  5/21/85 INVOICE                   948.14                        948.14   255

  85-057444  6/26/85 INVOICE                   371.75                        371.75   219

  85-057508  6/28/85 INVOICE                 3,694.92                      3,694.92   217

                                            1/31/86 BALANCE               12,747.13

         0 PAID REGULAR INVOICES              AVG. DAYS TO PAY
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FARWEST REBAR CO.

2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER
55132

SOLD TO
R.A. HATCH/39TH-57TH BANFIELD
P. O. BOX 18160
PORTLAND, OR 97218

CUSTOMER I.D. R35040
0001

SHIP TO: PORTLAND, OR

INVOICE DATE	DATE ORDERED	SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
10/31/84		10/31/84	R6256-304	8-10288	

		WEIGHT OR QUAN.	UNIT PRICE	AMOUNT
FABRICATED REINFORCING STEEL Grade 60	#3	487	20.50	99.84
	#4	5,007	20.50	1,026.44
	#5	1,553	20.50	318.37
	#6	157	20.50	32.19
	#8	3,282	20.50	672.81
	#9	1,408	20.50	288.64
	#10	13,471	20.50	2,761.56
ODOT 9594 B.I. 300				

TOTAL WEIGHT	TOTAL AMOUNT
25,678	5,264.02

FARWEST REBAR CO.

EUGENE 686-2000
MEDFORD 779-6620
BOISE (208) 344-3311

SPECIAL BENDS	①
CONTROL CODE	HG
PHONE NO.	238-3646
CREDIT	
DATE ORDERED	
CUSTOMER PURCHASE ORDER NO.	
JOB NO.	R6256-304
BRANCH	8
OUR ORDER NO.	10288
WHEN REQUIRED	10/31/84
SHIP VIA	F 9c
PPD.	✓
COL.	
WRITTEN BY	TOM
DATE SHIPPED	10-31
FILLED BY	
LOADED BY	
DELIVERED BY	

R.A. HATCH/39TH-87TH BANFIELD R35040 J
0C01
P.O. BOX 18160
PORTLAND, OREGON 97218

SHIP TO
SAME @ @
82ND AVE & BANFIELD FWY
PORTLAND OR

	SHIPPED	DESCRIPTION		WEIGHT
1		JOB 39-87 BANFIELD		
2		ODOT 9594 B.I. 300		
3		FABRICATED REINFORCING STEEL		25678
4		~~WIRE MESH~~ 30 ¾ϕx 1-7		71
5		25 1¼ϕx 2-3		242
6		PER: 6256-146		
7				
8		82ND AVE U-XING	#3	487
9		BENT 1 COL & BEAM	4	5007
10			5	1553
11			6	157
12			8	3282
13			9	1408
14			10	13471
15		GRADE 60		
16		MAX. LENGTH 33-0		
17		NO. TAGS		
		TOTALS →		25678

	DTL. SH. POS.	DTL. SH. REPRO.	D W G S POS.	D W G S REPRO
APPR.				
FILE				
JOB			2	
BILLING				
OTHER				
TOTAL			2	

RETURN HTS. FOR ☑ LETTER ☐ FILE
TYPE ODOT
DIST. C.C. TO

NO.	GRADE 40	HEAT NO.	GRADE 60	HEAT NO.
2				
③			487	
④			5007	
⑤			1553	
⑥			157	
7				
⑧			3282	
⑨			1408	
⑩			13471	
11				
14				
18				

It is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated purchaser.

W-15

Signature

OFFICE CONTROL

FARWEST REBAR CO.

2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER
56156

SOLD TO
R.A. HATCH
P. O. BOX 18160
PORTLAND, OR 97218

CUSTOMER I.D. R 35040
0001

SHIP TO:

INVOICE DATE	DATE ORDERED	SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
3/6/85	2/22/85		R6256	8-02215	

	WEIGHT OR QUAN.	UNIT PRICE	AMOUNT
CREDIT MEMO REFERENCE - INVOICE NO. 55132 JOB # R6256 - 39TH - 87TH BANFIELD TO ISSUE CREDIT FOR BACKCHARGE ON BROKEN "L" BARS IN WHITE PAVING.			6,248.89

TOTAL WEIGHT		TOTAL AMOUNT	6,248.89

FARWEST REBAR CO.

2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER
56181

SOLD TO
R.A. HATCH
P. O. BOX 18160
PORTLAND, OR 97218

CUSTOMER I.D. R35040
0001

SHIP TO:
PORTLAND, OR/39-87 BANFIELD ODOT # 9594 BI 321

INVOICE DATE	DATE ORDERED	SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
3/8/85		3/7/85	R6256	SEE BELOW	

		WEIGHT OR QUAN.	UNIT PRICE	AMOUNT
JOB # R6256-329, ORDER # 8-03002				
FABRICATED REINFORCING STEEL Grade 60	#4	4,778	20.50	979.49
	#5	184	20.50	37.72
JOB # R6256-330, ORDER # 8-03003				
FABRICATED REINFORCING STEEL Grade 60	#4	5,716	20.50	1,171.78
	#5	209	20.50	42.85

TOTAL WEIGHT	TOTAL AMOUNT
10,887	2,231.84

FARWEST REBAR CO.

EUGENE 686-2000
MEDFORD 779-6620
BOISE (208) 344-3311

SPECIAL BENDS —
CONTROL CODE HP
PHONE NO. 238-3646

CREDIT	DATE ORDERED	CUSTOMER PURCHASE ORDER NO.	
	JOB NO. R6256-329	BRANCH 8	OUR ORDER NO. D3002

R.A. HATCH/39TH-87TH BANFIELD F35040/ 0001
P.O. BOX 18160
PORTLAND, OREGON 97218

[redacted]

SHIP VIA	PPD.	COL.	WRITTEN BY	DATE SHIPPED
FSC	L		Tom	3-7

SHIP TO Same @
1040 44TH
PORTLAND

FILLED BY
LOADED BY
DELIVERED BY

SHIPPED	DESCRIPTION		WEIGHT
1	JOB: 39-87 BANFIELD		
2	ODOT - 9594 B.I. 321		
3	FABRICATED REINFORCING STEEL		4962
4	WIRE MESH		
5			
6	PER: 6256- ~~B~~ 151	#4	4778
7		#5	184
8	WALL 1-E 0+00 ~ 2+10		
9			
10			
11			
12			
13			
14			
15	GRADE 60		
16	MAX. LENGTH 38-4		
17	NO. TAGS		
	TOTALS →		4962

	DTL. SH.		DWGS	
	POS.	REPRO.	POS.	REPRO.
APPR.				
FILE				
JOB			2	
BILLING				
OTHER				
TOTAL			2	

RETURN HTS. FOR ☑ LETTER ☐ FILE
TYPE ODOT
DIST. C.C. TO

NO.	GRADE 40	HEAT NO.	[✓ GRADE 60]	HEAT NO.
2				
3				
[✓ 4]			4778	
[✓ 5]			184	
6				
7				
8				
9				
10				
11				
14				
18				

It is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated purchaser.

W-15

Signature

OFFICE CONTROL

FARWEST REBAR CO.

EUGENE 686-2000
MEDFORD 779-6620
BOISE (208) 344-3311

SPECIAL BENDS	—
CONTROL CODE	HR
PHONE NO.	236-3646
CREDIT	
DATE ORDERED	
JOB NO.	R6256-330
CUSTOMER PURCHASE ORDER NO.	
BRANCH	8
OUR ORDER NO	03003
SHIP VIA	FSC
PPD.	—
COL.	
WRITTEN BY	Tom
DATE SHIPPED	3-7
FILLED BY	
LOADED BY	
DELIVERED BY	J

N.A. HATON/39TH-87TH BANFIELD N35040 0001
P.O. BOX 18160
PORTLAND, OREGON 97218

3/17

SHIP TO
SAME @
1040 44TH
PORTLAND OR

SHIPPED	DESCRIPTION	WEIGHT
1	JOB 39-87 BANFIELD	
2	ODOT # 9594 B.I. 321	
3	FABRICATED REINFORCING STEEL	5925
4	WIRE MESH	
5		
6	PER: 6256-~~[illegible]~~ 151 #4	5716
7	#5	209
8		
9	WALL 1E 5+50 ~ 7+94	
10		
11	J Wilson	
12		
13		
14		
15	GRADE 60	
16	MAX. LENGTH 38-4	
17	NO. TAGS	
	TOTALS →	5925

	DTL. SH. POS.	DTL. SH. REPRO.	D W G S POS.	D W G S REPRO.
APPR.				
FILE				
JOB			2	
BILLING				
OTHER				
TOTAL			2	

RETURN HTS. FOR ☑ LETTER ☐ FILE
TYPE ODOT
DIST. C.C. TO

NO.	GRADE 40	HEAT NO.	[✓ GRADE 60]	HEAT NO.
2				
3				
[✓ 4]			5716	
[✓ 5]			209	
6				
7				
8				
9				
10				
11				
14				
18				

OFFICE CONTROL

It is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated purchaser.

Signature

W-15

FARWEST REBAR CO.

2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER
56714

SOLD TO
R. A. HATCH/39TH -87TH BANFIELD
POST OFFICE BOX 18160
PORTLAND, OR 97218

CUSTOMER I.D.
R 35040
0001

SHIP TO: PORTLAND, OR ODOT #9594 B.I. 321

INVOICE DATE	DATE ORDERED	SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
04/30/85		04/30/85	R6256-334	8-04407	

		WEIGHT OR QUAN.	UNIT PRICE	AMOUNT
FABRICATED REINFORCING STEEL GRADE 60	#4	20,743	20.50	4,252.32
	#5	448	20.50	91.84
	#7	1,742	20.50	357.11
	#8	899	20.50	184.30

TOTAL WEIGHT	23,882	TOTAL AMOUNT	4,885.57

FARWEST REBAR CO.

EUGENE 686-2000
MEDFORD 779-6620
BOISE (208) 344-3311

SPECIAL BENDS	—
CONTROL CODE	JL
PHONE NO.	238-3646
CREDIT	
DATE ORDERED	
JOB NO.	86256-334
CUSTOMER PURCHASE ORDER NO.	
BRANCH	8
OUR ORDER NO	04407
SHIP VIA	FSC
PPD.	✓
COL.	
WRITTEN BY	TL
DATE SHIPPED	4/30/85
FILLED BY	
LOADED BY	
DELIVERED BY	Jray

R.A. HATCH/39TH-87TH BANFIELD F35040 3
P.O. BOX 18160 0001
PORTLAND, OREGON 97218

[illegible]

SHIP TO
SAME @ COPELAND YARD ON HALSEY
~~[illegible]~~ BET 43 & 44TH
PORTLAND OR

SHIPPED	DESCRIPTION	WEIGHT
1	JOB 39-87 BANFIELD	
2	ODOT # 9594 B.I. 321	
3	FABRICATED REINFORCING STEEL	23882
4	WIRE MESH	
5		
6	PER: Rusty	
7	REPLACEMENT BARS	
8	FOR WALL 1	
9		
10	#4	20743
11	#5	448
12	#7	1742
13	#8	899
14		
15	GRADE ~~4~~60	
16	MAX. LENGTH 31-6	
17	NO. TAGS	
	TOTALS →	23882

	DTL. SH. POS.	DTL. SH. REPRO.	DWGS POS.	DWGS REPRO.
APPR.				
FILE				
JOB				
BILLING				
OTHER				
TOTAL				

RETURN HTS. FOR ☑ LETTER ☐ FILE
TYPE ODOT
DIST. C.C. TO

NO.	GRADE 40	HEAT NO.	[✓ GRADE 60]	HEAT NO.
2				
3				
[✓ 4]			20743	
[✓ 5]			448	
6				
[✓ 7]			1742	
[✓ 8]			899	
9				
10				
11				
14				
18				
			23882	

OFFICE CONTROL

It is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated purchaser.

W-15

H D Brock
Signature

FARWEST REBAR CO.

2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER	56936

SOLD TO
R. A. HATCH
POST OFFICE BOX 18160
PORTLAND, OREGON 97218

CUSTOMER I.D. R 35040 - 0001

SHIP TO: 39-87 BANFIELD, ODOT #9594, B.I. 319, PORTLAND, OREGON

INVOICE DATE	DATE ORDERED	SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
05/20/85		05/16/85	R6256-555	R-05255	

		WEIGHT OR QUAN.	UNIT PRICE	AMOUNT
FABRICATED REINFORCING STEEL GRADE 60	#4	8,948	20.50	1,834.34
PER: RUSTY				

TOTAL WEIGHT	TOTAL AMOUNT
8,948	1,834.34

LEAVE MESSAGE FOR RUSTY

FARWEST REBAR CO.

EUGENE 686-2000
MEDFORD 779-6620
BOISE (208) 344-3311

SPECIAL BENDS	—
CONTROL CODE	—
PHONE NO	232-2598

CREDIT	DATE ORDERED	CUSTOMER PURCHASE ORDER NO.

JOB NO.	BRANCH	OUR ORDER NO.
R6256-335	8	05233

R.A. HATCH/39TH-87TH BANFIELD F05040 0
0001
P.O. BOX 16160
PORTLAND, OREGON 97218

5/16/[illegible]

SHIP VIA	PPD.	COL.	WRITTEN BY	DATE SHIPPED
FOL	C		[illegible]	5-16

FILLED BY
LOADED BY
DELIVERED BY

SHIP TO: SAME @ WEST BOUND LANE (BANFIELD)
ON WHITE PAVING @
42ND AVE - PORTLAND

SHIPPED		DESCRIPTION	WEIGHT
	1	JOB 39-87 BANFIELD	
	2	0007 # 9594 BI. 319	
	3	FABRICATED REINFORCING STEEL	8948
	4	WIRE MESH	
	5		
	6	PER: RUSTY REORDER FOR	
	7	WALL #3	
	8	198 # 4x 31-6	
	9	203 # 4x 30-0	
	10	12 # 4x 27-9	
	11	11 # 4x 21-1	
	12	52 # 4x 9-8	
	13		
	14		
	15	GRADE 60	
	16	MAX. LENGTH 31-6	
	17	NO. TAGS 7	
		TOTALS →	8948

HO Brack

	DTL. SH. POS.	DTL. SH. REPRO.	DWGS. POS.	DWGS. REPRO.
APPR.				
FILE				
JOB				
BILLING				
OTHER				
TOTAL				

RETURN HTS. FOR ☑ LETTER ☐ FILE

TYPE 0007

DIST. C.C. TO

NO.	GRADE 40	HEAT NO.	[✓ GRADE 60]	HEAT NO.
2				
3				
[✓ 4]			8948	
5				
6				
7				
8				
9				
10				
11				
14				
18				
			8948	

OFFICE CONTROL

It is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated purchaser.

Signature

W-15

FARWEST REBAR CO.

2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER
56953

SOLD TO
R. A. HATCH/39TH -87TH BANFIELD
POST OFFICE BOX 18160
PORTLAND, OREGON 97218

CUSTOMER I.D. R 35040 - 0001

SHIP TO: ODOT #9594, B.I. #310, PORTLAND, OREGON

INVOICE DATE	DATE ORDERED	SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
05/21/85		05/16/85	R6256-336	8-05290	

		WEIGHT OR QUAN.	UNIT PRICE	AMOUNT
FABRICATED REINFORCING STEEL GRADE 60	#4	1,569	20.50	321.65
	#5	2,378	20.50	487.49
EXTRA TO CONTRACT				
4 HOURS OVERTIME @			10.00	40.00
EXTRA FREIGHT				99.00

TOTAL WEIGHT	3,947	TOTAL AMOUNT	948.14

FARWEST REBAR CO.

EUGENE 686-2000
MEDFORD 779-6620
BOISE (208) 344-3311

SPECIAL BENDS	
CONTROL CODE	AF
PHONE NO.	

CREDIT	DATE ORDERED	CUSTOMER PURCHASE ORDER NO.

JOB NO.	BRANCH	OUR ORDER NO
R6256-336	8	05240

R.A. HATCH/39TH-87TH BANFIELD 835040
0001
P.O. BOX 18160
PORTLAND, OREGON 97218

3/14/85

SHIP VIA	PPD.	COL.	WRITTEN BY	DATE SHIPPED
Sherman	✓		Tm	

SHIP TO Same @

FILLED BY
LOADED BY
DELIVERED BY

SHIPPED		DESCRIPTION	WEIGHT
	1	JOB 0DOT #9594 BI 319	
	2	39-87 BANFIELD	
	3	FABRICATED REINFORCING STEEL	3947
	4	WIRE MESH	
	5		
	6	PER:	
	7	WALL #3 REORDER	
	8	STN 1141+04 - 1143+78.08	
	9		
	10	#4	1569
	11	#5	2378
	12		
	13		
	14		
	15	GRADE 60	
	16	MAX. LENGTH 31-6 HO Brock	
	17	NO. TAGS	
		TOTALS →	3947

	DTL. SH. POS.	DTL. SH. REPRO.	DWGS POS.	DWGS REPRO.
APPR.				
FILE				
JOB				
BILLING				
OTHER				
TOTAL				

RETURN HTS. FOR ☑ LETTER ☐ FILE
TYPE 0 DOT
DIST. C.C. TO

NO.	GRADE 40	HEAT NO.	GRADE 60	HEAT NO.
2				
3				
4			1569	
5			2378	
6				
7				
8				
9				
10				
11				
14				
18				

W-15 It is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated purchaser.

Signature

OFFICE CONTROL

FARWEST REBAR CO.

2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER
57444

SOLD TO
R. A. HATCH/39TH-87TH BANFIELD
POST OFFICE BOX 18160
PORTLAND, OREGON 97218

CUSTOMER I.D. R 35040 - 0001

SHIP TO: MILL DIRECT

INVOICE DATE	DATE ORDERED	SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
06/26/85		06/19/85	R6256-337	8-06225	

		WEIGHT OR QUAN.	UNIT PRICE	AMOUNT
FREIGHT FABRICATED REINFORCING STEEL GRADE 60	#6	74,349	.50	371.75

TOTAL WEIGHT 74,349

TOTAL AMOUNT 371.75

WHITE TOP
TRANSPORT
INC.

28686

PLEASE SEND ALL CORRESPONDENCE AND REMITTANCES TO
P.O. BOX 675, McMINNVILLE, OR 97128 • PHONE (503) 472-0371

CONSIGNEE
FAR WEST REBAR
~~Springfield~~ Ptld ORE

SHIPPER
CASCADE STEEL
McMinnville ORE

ADVANCE	
C.O.D.	

Date 6-12-85
SHIPPER'S No. FW 069
VIA 104 204
PRO

No. PKGS.	DESCRIPTION OF ARTICLES	WEIGHT	RATE	PREPAY	[✓ COLLECT]
22	#6 BAR 60 grade 60'	49566	.51		2766
	+ #25				
	H O Brack				

SUBJECT TO TERMS AND CONDITIONS CONTAINED IN THIS CARRIER'S TARIFFS.

RECEIVED IN GOOD ORDER ______________________ PER ______________

SIGNATURE WILL CONSTITUTE CLEAR RECEIPT OTHERWISE NOTE SAME AT TIME OF DELIVERY OR CLAIMS WILL NOT BE HONORED

I.C.C. Regulations require payment within seven (7) days.

CUSTOMER RETURN COPY

WHITE TOP TRANSPORT INC.

28713

PLEASE SEND ALL CORRESPONDENCE AND REMITTANCES TO
P.O. BOX 675, McMINNVILLE, OR 97128 • PHONE (503) 472-0371

4 [illegible] '05

CONSIGNEE: Transel Rebar
Springfield Or.
SHIPPER: Cascade Steel
McMinnville Or.

	1
ADVANCE	
C.O.D.	

Date 6-19-85
SHIPPER'S No. FL1-070
VIA 106-231
PRO

SUBJECT TO TERMS AND CONDITIONS CONTAINED IN THIS CARRIER'S TARIFFS.

No. PKGS.	DESCRIPTION OF ARTICLES	WEIGHT	RATE	PREPAY	COLLECT
11	Bolt & Bar 60 grade	24,783			
	Delivered to I 84 Portland				
		46,000	54		248.40
	[illegible] # [illegible]5				

RECEIVED IN GOOD ORDER N Obrock PER
SIGNATURE WILL CONSTITUTE CLEAR RECEIPT OTHERWISE NOTE SAME AT TIME OF DELIVERY OR CLAIMS WILL NOT BE HONORED
I.C.C. Regulations require payment within seven (7) days.

CUSTOMER RETURN COPY

FARWEST REBAR CO.

EUGENE 686-2000
MEDFORD 779-6620
BOISE (208) 344-3311

SPECIAL BENDS		CREDIT	DATE ORDERED		CUSTOMER PURCHASE ORDER NO.	
CONTROL CODE			JOB NO. R6256.337		BRANCH 8	OUR ORDER NO. 06225
PHONE NO.						

R.A. HATCH/39TH-37TH BANFIELD F35040 0
0001
P.O. BOX 18160
PORTLAND, OREGON 97216

6/27/85

SHIP VIA	PPD.	COL.	WRITTEN BY	DATE SHIPPED
WHITE TOP	✓		T.	
				FILLED BY
				LOADED BY
				DELIVERED BY

SHIP TO SMILL DIRECT

	SHIPPED	DESCRIPTION		WEIGHT
1		JOB BANFIELD 39 87		
2		ODOT # 9591 BI. 35		
3		FABRICATED REINFORCING STEEL		74349
4		WIRE MESH		
5				
6		PER:		
7				
8		825 # 6X60-0	#6	74349
9				
10				
11				
12				
13				
14				
15		GRADE 60		
16		MAX. LENGTH 60-0		
17		NO. TAGS		
		TOTALS →		74349

	DTL. SH.		DWGS	
	POS.	REPRO.	POS.	REPRO
APPR.				
FILE				
JOB				
BILLING				
OTHER				
TOTAL				

RETURN HTS. FOR ☑ LETTER ☐ FILE
TYPE ODOT
DIST. C.C. TO

NO.	GRADE 40	HEAT NO.	[✓ GRADE 60]	HEAT NO.
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
14				
18				

OFFICE CONTROL

W-15 It is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated purchaser.

Signature

FARWEST REBAR CO.

2000 HENDERSON — P. O. BOX 889
EUGENE, OREGON 97440
503/686-2000

INVOICE NUMBER
57508

SOLD TO
R. A. HATCH/39TH-87TH BANFIELD
POST OFFICE BOX 18160
PORTLAND, OREGON 97218

CUSTOMER I.D.
R35040 - 0001

SHIP TO:
PORTLAND -- ODOT #9594, B.I. 35

INVOICE DATE	DATE ORDERED	DATE SHIPPED	JOB NUMBER	ORDER NUMBER	CUSTOMER ORDER NUMBER
06/28/85		06/28/85	R6256-338	8-06362	

		WEIGHT OR QUAN.	UNIT PRICE	AMOUNT
FABRICATED REINFORCING STEEL GRADE 60	#6	18,024	20.50	3,694.92

TOTAL WEIGHT	TOTAL AMOUNT
18,024	3,694.92

FARWEST REBAR CO.

EUGENE 686-2000
MEDFORD 779-6620
BOISE (208) 344-3311

SPECIAL BENDS	
CONTROL CODE	
PHONE NO.	[redacted]

CREDIT	DATE ORDERED	CUSTOMER PURCHASE ORDER NO.
	JOB NO. R6256-338	BRANCH 8 / OUR ORDER NO 063602

SHIP VIA	PPD.	COL.	WRITTEN BY	DATE SHIPPED
FSC	✓		Ta	6-28

R.A. HATCH/39TH-87TH BANFIELD F35040
0001
P.O. BOX 18160
PORTLAND, OREGON 97218

SHIP TO: SAME @ BANFIELD
@ 82ND ~~[illegible]~~ EAST BOUND UNDER BRIDGE
PORTLAND IN FAST LANE

FILLED BY
LOADED BY
DELIVERED BY

SHIPPED	DESCRIPTION	WEIGHT
1	JOB 39-87 BANFIELD	
2	0007 # 9594 B.I. 35	
3	FABRICATED REINFORCING STEEL	18024
4	WIRE MESH	
5	CONT PAVING	
6	PER:	
7		
8	200 # 6x 60-0	
9	(25 PIECE BUNDLES)	
10		
11		
12		
13		
14	#6	
15	GRADE 60	
16	MAX. LENGTH 60 0	
17	NO. TAGS 8	
	TOTALS →	18024

	DTL. SH. POS.	DTL. SH. REPRO.	DWGS POS.	DWGS REPRO
APPR.				
FILE				
JOB				
BILLING				
OTHER				
TOTAL				

RETURN HTS. FOR ☑ LETTER ☐ FILE
TYPE 0007
DIST. C.C. TO

NO.	GRADE 40	HEAT NO.	[✓ GRADE 60]	HEAT NO.
2				
3				
4				
5				
6			18,024	
7				
8				
9				
10				
11				
14				
18				

It is agreed that the Terms and Conditions which appear on the reverse hereof apply to and govern all sales by Farwest to the above designated purchaser.

H.O. Brack
Signature

OFFICE CONTROL

W-15

CL 1986-0096

9594

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAR 21 1986
BARBARA ROBERTS
SECRETARY OF STATE

March 17, 1986

IN REPLY REFER TO
FILE NO.:
CON 5
#9594

Douglas S. Coats, Inc.
P.O. Box 311
Bend, OR 97709

We have received your letter dated February 24, 1986, filing a claim against the following Highway Division contract:

FILED BY:	Douglas S. Coats, Inc.
AMOUNT:	$50,970.89 plus interest
FOR:	Bridge construction and materials
AGAINST :	R. A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Ave.-N.E. 87th Ave. (Banfield Transitway) Section, Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. & Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

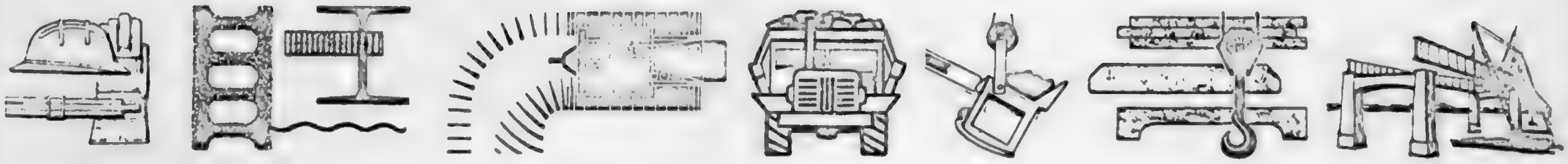
Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

NOTED ON CARD
5/20/86 CB

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

[illegible]

BRIDGES STREETS & ROADS STEEL STRUCTURES



DOUGLAS S. COATS, INC.
P.O. BOX 311 • BEND, OREGON 97709 • (503) 382-7330

February 24, 1986

Mr. Robert W. Gormsen
Commission Services
121 Transportation Bldg.
Salem, Oregon 97310

RE: Notice of Claim Against Bond Provided By Industrial Indemnity Co, as Surety, and R A Hatch Co, as Principal, Oregon State Highway Division, Department of Transportation, Contract No. 9594, N E 39th Ave-N E 87th Ave.

Dear Mr. Gormsen:

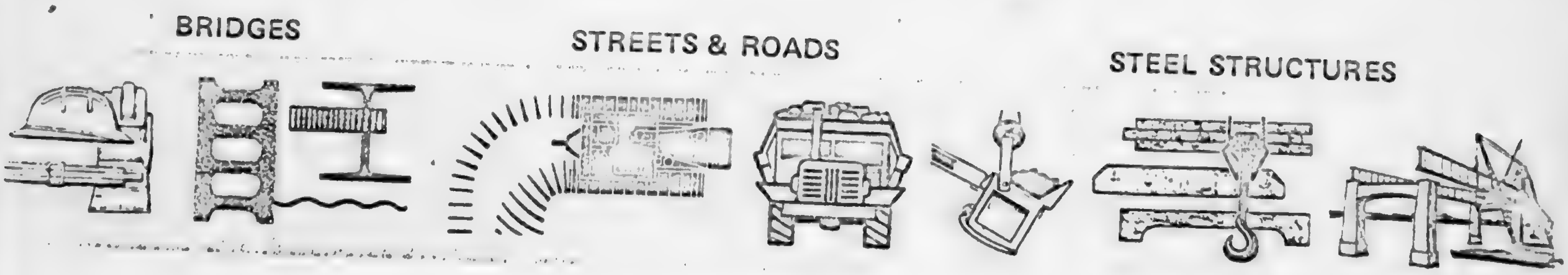
Enclosed is a copy of the Notice of Claim filed with the Secretary of State and the general contractor.

Sincerely,

DOUGLAS S COATS INC

Douglas S Coats
President

RECEIVED
FEB 26 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION



DOUGLAS S. COATS, INC.
P.O. BOX 311 • BEND, OREGON 97709 • (503) 382-7330

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

February 24, 1986

Secretary of State
141 State Capitol Bldg.
Salem, Oregon 97310

RE: NOTICE OF CLAIM AGAINST ORS CHAPTER 279 BOND
Agency: Oregon State Highway Division,
Department of Transportation Contract #9594

Prime Contractor: R A Hatch Co., P O Box 6179, Bend, Or 97708
Surety: Industrial Indemnity Co, 421 S W 6th Ave., Portland, Or 97204

Dear Secretary of State:

Pursuant to ORS 279, notice hereby is given that the undersigned, DOUGLAS S COATS INC. has claims for:

Bridge Construction and Materials furnished for the sum of $50,970.89 together with interest thereon.

The claim is against the bond taken from R A Hatch, as principal, and Industrial Indemnity Co, as surety, for the Oregon State HighwayDivision, Contract #9594. Such material and labor was supplied to R A Hatch Co.

Sincerely,

DOUGLAS S COATS INC

Douglas S Coats
President

RECEIVED
FEB 26 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1986-0131
9594

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAR 21 1986
BARBARA ROBERTS
SECRETARY OF STATE

March 17, 1986

IN REPLY REFER TO
FILE NO.:
CON 5 - 9594

Pachl Construction Co.
Johns Concrete Pumping
3510 NE 97th Avenue
Vancouver, WA 98662

Attention: Don A. Taylor

We received your letter on February 12, 1986, with attached statements and audit form, filing a claim on the following Highway Division contract:

FILED BY: Pachl Const. Co.
Johns Concrete Pumping

AMOUNT: $13,383.98

AGAINST (Prime contractor): R. A. Hatch Co.

CONTRACT NO.: 9594

PROJECT: N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Section, Columbia River Highway, Multnomah County

SURETIES: The American Insurance Company and Industrial Indemnity Co.

AGENT: Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

NOTED ON CARD
5/20/86 CB

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

[illegible]

R. W. Gormsen
Commission Services
Room 171
Transportation Bldg.
Salem, Oregon 97310

Dear Mr. Gormsen:
Per our conversation February 10, 1986.
Please fine enclosed our statements and a audit form from R.A. Hatch Co.

There outstanding balance is $13,383.98, since sending us a check for $5777.38, Jan. 28,986. To get that it took several phone calls and threats of collection action. My last conversation with their Comptroller, Jerry Johnston, gave me little hope of any money in the months ahead.
As near as we can determine, the contract No. is 9597. 9594

[illegible]

It is most gratifying to know that you can possibly help us in this matter,

Thank You for your time.

Sincerely

Don A. Taylor
Pachl Const. Co
Johns concrete Pumping
3510 N.E. 97th Ave
Vancouver, Wa 98662
(206) 256-4682

RECEIVED
FEB 12 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

RECEIVED
DEC 26 1985
[illegible] OFFICE

VONNIE GREEN
R.A. HATCH CO.
P.O. BOX 6179
BEND, OREGON 97708

The yearly audit of our subidiary, JOHNS CONCRETE PUMPING INC, indicates a balance PAST due of $19,279.62. Please varify this amount on the enclosed form and mail promply in the self-addressed envelope.

Thank you,

Don Taylor

Don Taylor
Business Mgr.

Pachl Const. Co.
Johns Concrete Pumping Inc.
(206) 256-4682

We R.A. Hatch Co., varify the balance ~~DUE,~~ PAST DUE of $19,150.64, Johns Concrete Pumping Inc. Vancouver, WA. Payment of this PAST due balance can be expected by, ________________.

Vonnie Green
SIGNITURE

Office Manager
TITLE

R.A. Hatch Co.
COMPANY

RECEIVED
FEB 12 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

R.A. HATCH CO. • P.O. BOX 6179 • BEND, OREGON 97708 • (503) 382-8418

PAID TO: JOHNS CONCRETE ON 1/27/86 WITH CHECK NUMBER 702604

INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT	INVOICE NO.	AMOUNT
2035	125.00	2050	175.25	2090	184.63
2036	304.50	2051	193.25	2091	170.00
2037	87.00	2052	198.00	2092	96.00
2038	185.75	2053	165.50	2093	198.00
2039	187.50	2054	91.50	2094	90.00
2040	173.62	2055	168.00	2095	148.75
2041	135.63	2056	122.00	2096	118.75
2042	227.50	2057	307.37		
2043	164.62	2058	216.00		
2044	138.50	2059	135.00		
2045	117.38	2060	84.00		
2046	107.75	2061	190.88		
2047	145.75	2062	135.00		
2048	115.25	2088	87.00		
2049	94.00	2089	192.75		

TOTAL CHECK AMOUNT 5,777.38

This is [illegible]
[illegible] 1/2 of [illegible]

RECEIVED
FEB 12 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Contract H-989-1

Call Back

JOHNS CONCRETE PUMPING INC.
401 E MCLOUGHLIN
VANCOUVER WASHINGON 98663

DATE	08/31/85
ACCOUNT NUMBER	H021

1.50 13

382-8418

Lu

R. A. HATCH CO.

P.O. BOX 6179
BEND, OREGON 97708

PAGE 1

Letter 1/3/55

Banfield Job

Jerry Johnstone

AMOUNT ENCLOSED $ ____________

RETURN THIS PORTION WITH PAYMENT

DATE	REFERENCE	CHARGES AND CREDITS INV. NO.	TOTAL	PAYMENTS	AMOUNT
3/31/84		1291	406.75	406.75	0.00
1/31/85 ✓		1915	538.00	269.00	269.00
1/31/85		1916	173.00	86.50	86.50
1/31/85		1918	269.00	134.50	134.50
1/31/85		1919	230.00	115.00	115.00
1/31/85		1920	205.50	102.75	102.75
1/31/85		1921	[illegible]	113.13	113.12
1/31/85		1922	[illegible]	301.75	301.75
1/31/85		1923	175.00	87.50	87.50
1/31/85		1924	267.00	133.50	133.50
1/31/85		1925	295.00	147.50	147.50
1/31/85		1926	283.00	141.50	141.50
1/31/85		1927	237.50	118.75	118.75

1/2

PAY LAST AMOUNT IN THIS COLUMN

Thank You

RECEIVED
FEB 12 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

STATEMENT

DATE	08/31/85
ACCOUNT NUMBER	H021

JOHNS CONCRETE PUMPING INC.
401 E MCLOUGHLIN
VANCOUVER WASHINGON 98663

R. A. HATCH CO.

P.O. BOX 6179
BEND, OREGON 97708

PAGE 2

AMOUNT ENCLOSED $ ____________

RETURN THIS PORTION WITH PAYMENT

DATE	CHARGES AND CREDITS				AMOUNT
	REFERENCE	INV. NO.	TOTAL	PAYMENTS	
1/31/85		1928	207.25	103.63	103.62
1/31/85		1929	259.00	129.50	129.50
1/31/85		1930	575.75	287.87	287.88
1/31/85		1931	293.25	146.62	146.63
1/31/85		1932	200.00	100.00	100.00
1/31/85		1933	300.00	150.00	150.00
1/31/85		1934	257.00	128.50	128.50
1/31/85		1935	301.50	150.75	150.75
1/31/85		1936	291.00	145.50	145.50
1/31/85		1937	423.00	211.50	211.50
1/31/85		1938	601.00	300.50	300.50
1/31/85		1939	193.25	96.62	96.63
1/31/85		1940	183.00	91.50	91.50

PAY LAST AMOUNT IN THIS COLUMN

Thank You

RECEIVED
FEB 12 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

STATEMENT

JOHNS CONCRETE PUMPING INC.
401 E MCLOUGHLIN
VANCOUVER WASHINGON 98663

DATE	08/31/85
ACCOUNT NUMBER	H021

R. A. HATCH CO.

P.O. BOX 6179
BEND, OREGON 97708

PAGE 3

AMOUNT ENCLOSED $ ____________

RETURN THIS PORTION WITH PAYMENT

DATE	CHARGES AND CREDITS				AMOUNT
	REFERENCE	INV. NO.	TOTAL	PAYMENTS	
1/31/85		1941	323.75	161.88	161.87
1/31/85		1942	384.75	192.38	192.37
1/31/85		1943	265.00	132.50	132.50
2/27/85		1969	260.00	130.00	130.00
2/27/85		1970	506.00	253.00	253.00
2/27/85		1971	181.00	90.50	90.50
2/27/85		1972	375.00	187.50	187.50
2/27/85		1973	908.00	454.00	454.00
2/27/85		1974	907.00	453.50	453.50
2/27/85		1975	290.50	145.25	145.25
2/27/85		1976	369.00	184.50	184.50
2/27/85		1977	277.75	138.87	138.88
2/27/85		1978	232.50	116.25	116.25

PAY LAST AMOUNT IN THIS COLUMN

Thank You

RECEIVED
FEB 12 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

STATEMENT

JOHNS CONCRETE PUMPING INC.
401 E MCLOUGHLIN
VANCOUVER WASHINGON 98663

DATE
08/31/85

ACCOUNT NUMBER
H021

R. A. HATCH CO.

P.O. BOX 6179
BEND, OREGON 97708

PAGE 4

AMOUNT ENCLOSED $ ____________

RETURN THIS PORTION WITH PAYMENT

DATE	CHARGES AND CREDITS				AMOUNT	Paid 1/29/86	Due Amount
	REFERENCE	INV. NO.	TOTAL	PAYMENTS			
2/27/85		1979	376.00	188.00	188.00		
2/27/85		1980	207.00	103.50	103.50		
2/27/85		1981	286.00	143.00	143.00		
2/27/85		1982	173.00	86.50	86.50		
2/27/85		1983	304.00	152.00	152.00		
2/27/85		1984	385.00	192.00	193.00		
2/27/85		1985	174.00	87.00	87.00		
2/27/85		1986	269.00	134.50	134.50		
2/27/85		1987	195.75	97.88	97.87		
2/27/85		1988	205.00	102.50	102.50		
3/31/85		2035	250.00	0.00	250.00	125.00	125.00
3/31/85		2036	609.00	0.00	609.00	304.50	304.50
3/31/85		2037	174.00	0.00	174.00	87.00	87.00

PAY LAST AMOUNT IN THIS COLUMN

Thank You

STATEMENT

DATE	12/31/85
ACCOUNT NUMBER	H021

JOHNS CONCRETE PUMPING INC.
401 E MCLOUGHLIN
VANCOUVER WASHINGON 98663

PAGE 5

R. A. HATCH CO.

P.O. BOX 6179
BEND, OREGON 97708

AMOUNT ENCLOSED $ ____________

RETURN THIS PORTION WITH PAYMENT

DATE	REFERENCE	INV.NO.	TOTAL		PAYMENTS	AMOUNT
3/31/85		2038	371.50	185.75	0.00	185.75 371.50
3/31/85		2039	375.00	187.50	0.00	187.50 375.00
3/31/85		2040	347.25	173.62	0.00	173.63 347.25
3/31/85		2041	271.25	135.63	0.00	135.62 271.25
3/31/85		2042	455.00	227.50	0.00	227.50 455.00
3/31/85		2043	329.25	164.64	0.00	164.63 329.25
3/31/85		2044	277.00	138.50	0.00	138.50 277.00
3/31/85		2045	234.75	117.38	0.00	117.37 234.75
3/31/85		2046	215.50	107.75	0.00	107.75 215.50
3/31/85		2047	291.50	145.75	0.00	145.75 291.50
3/31/85		2048	230.50	All A	0.00	233.50
3/31/85		2049	188.00	94.00	0.00	94.00 188.00
3/31/85		2050	350.50	175.25	0.00	175.25 350.50

PAY LAST AMOUNT IN THIS COLUMN

Thank Yo

RECEIVED
FEB 12 1986
COMMISSION ... SERVICES
DEPARTMENT OF TRANSPORTATION

JOHNS CONCRETE PUMPING INC.
401 E MCLOUGHLIN
VANCOUVER WASHINGON 98663

DATE	08/31/85
ACCOUNT NUMBER	H021

R. A. HATCH CO.

PAGE 6

P.O. BOX 6179
BEND, OREGON 97708

AMOUNT ENCLOSED $ ______________

RETURN THIS PORTION WITH PAYMENT

DATE	CHARGES AND CREDITS				1/20/85	AMOUNT	1522
	REFERENCE	INV.NO.	TOTAL	PAYMENTS			
3/31/85		2051	386.50	0.00	193.25	386.50	193.25
3/31/85		2052	396.00	0.00	198.00	396.00	198.00
3/31/85		2053	331.00	0.00	165.50	331.00	165.50
3/31/85		2054	183.00	0.00	91.50	183.00	91.50
3/31/85		2055	336.00	0.00	168.00	336.00	168.00
3/31/85		2056	244.00	0.00	122.00	244.00	122.00
3/31/85		2057	614.75	0.00	307.37	614.75	307.38
3/31/85		2058	432.00	0.00	216.00	432.00	216.00
3/31/85		2059	270.00	0.00	135.00	270.00	135.00
3/31/85		2060	168.00	0.00	84.00	168.00	84.00
3/31/85		2061	381.75	0.00	190.88	381.75	190.87
3/31/85		2062	270.00	0.00	135.00	270.00	135.00
4/30/85		2088	174.00	0.00	87.00	174.00	87.00

PAY LAST AMOUNT IN THIS COLUMN

Thank You

RECEIVED
[illegible]
COMMUNICATIONS SERVICES
DEPARTMENT OF TRANSPORTATION

JOHNS CONCRETE PUMPING INC.
401 E MCLOUGHLIN
VANCOUVER WASHINGON 98663

DATE	08/31/85
ACCOUNT NUMBER	H021

R. A. HATCH CO.

PAGE 7

P.O. BOX 6179
BEND, OREGON 97708

AMOUNT ENCLOSED $ ____________

RETURN THIS PORTION WITH PAYMENT

CHARGES AND CREDITS 1/23/86

DATE	REFERENCE	INV. NO.	TOTAL		PAYMENTS	AMOUNT	
4/30/85		2089	385.50	192.75	0.00	385.50	192.75
4/30/85		2090	369.25	184.63	0.00	369.25	184.63
4/30/85		2091	340.00	170.00	0.00	340.00	170.00
4/30/85		2092	192.00	92.00	0.00	192.00	92.00
4/30/85		2093	396.00	198.00	0.00	396.00	198.00
4/30/85		2094	180.00	90.00	0.00	180.00	90.00
4/30/85		2095	297.50	148.75	0.00	297.50	148.75
4/30/85		2096	237.50	118.75	0.00	237.50	118.75
** TOTAL DUE -->						19,279.62	
				Check 1/[illegible]		-[illegible].25	
				Check 1/23/86		-5,777.31	
				Bal Due 2/1/86		13,356.44	

RECEIVED
FEB 12 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

STATE OF OREGON
CONTRACT ACCOUNTING - 378-6232

INTEROFFICE MEMO

FILE: CON

RECEIVED
MAR 17 1986
LEGAL

RECEIVED
MAR 31 1986
LEGAL

TO: Jack Sollis
Chief Counsel

DATE: March 14, 1986

FROM: Jan Peterson
Contract Accounting Spvr.

SUBJECT: R.A. Hatch
Contract 9594

Sollis said to hold - he has asked Jan Peterson to handle
fran

Attached is correspondence I have received regarding the mailing and assignment of contract proceeds on Contract 9594. (Contract 9594 was not on the list of Hatch Contracts that the American Insurance Company requested us to hold.)

I talked to Bob Hawes of Reidel International today, he stated that it was the intention of both the American Insurance Company and Reidel that the first $231,442.61 in contract payments go to the American Insurance Company and the remaining payments go to Reidel, although this is certainly not clear from the correspondence.

Please let me know, if anything, what you feel I should do on this matter.

Also, it is necessary for the surety and Hatch to complete an assignment of claim in order to pay all payments to the surety? I know we have done this in the past without surety approval.

JP:rs

cc: Bob Gormsen
O.B. Jackmond

RECEIVED
MAR 19 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

81-125-1387

ASSIGNMENT OF CLAIM

Contract No.: 9594

FOR THE CONSIDERATION OF One Dollar ($1.00**********) Dollars, to R. A. Hatch Co. paid, it hereby sell, assign and transfer the within claim for all future proceeds (including retention) of Oregon State Hithway Division Contract 9594, Columbia River Highway - N.E. 39th - N.E. 87th

to Riedel International, Inc. and authorize and empower said Riedel International, Inc. to act as agent for R. A. Hatch Co. and in its name, place and stead, to verify said claim and to sign, receipt for and receive any warrant that may hereinafter be drawn on the Treasurer of the State of Oregon or the various counties within the State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim in interest in and to said funds. And provided further that this assignment shall not in any way jeopardize the interest of person's furnishing labor or materials in connection with the performance of the contract, or which may in any way impair the funds available for such purposes, but any assignment of funds before the completion of the job and before all claims and debts incurred in the performance of the work had been paid shall be void as against the debts or claims incurred in connection with the performance of said work.

Witness my hand this 7th day of February, 1986

Executed in the presence of us as witnesses:

R. A. HATCH CO.
Robert Hatch Pres.
CONTRACTOR

THE AMERICAN INSURANCE COMPANY
By: James F Darby
SURETY James F. Darby, Attorney-in-fact

Lynette S Harris

734-1204(1-84)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name
Street Address
City
State
Zip

GENERAL POWER OF ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----JAMES F. DARBY-----

PORTLAND, OREGON

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

"*Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.*

Section 30. *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 9th day of April, 1976

THE AMERICAN INSURANCE COMPANY

By William W. Lauber
WILLIAM W. LAUBER, Vice-President

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 9th day of April, 1976, before me personally came WILLIAM W. LAUBER, to me known, who, being by me duly sworn, did depose and say: that he is Vice President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

H. GRADY NEWBERRY
NOTARY PUBLIC – CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires Sept. 28, 1976

H. Grady Newberry
H. GRADY NEWBERRY, Notary Public

CERTIFICATE

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } ss.

Street
Address

City
State
Zip

GENERAL POWER OF ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----JAMES F. DARBY-----

PORTLAND, OREGON

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

> "Article VIII, *Appointment and Authority of Resident Assistant Secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.*
>
> Section 30. *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.
>
> Section 31. *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 9th day of April, 1976

THE AMERICAN INSURANCE COMPANY

By William W. Lauber
WILLIAM W. LAUBER, Vice-President

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 9th day of April, 1976, before me personally came WILLIAM W. LAUBER, to me known, who, being by me duly sworn, did depose and say: that he is Vice President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

H. GRADY NEWBERRY
NOTARY PUBLIC – CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires Sept. 28, 1976

H. Grady Newberry
H. GRADY NEWBERRY, Notary Public

CERTIFICATE

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } ss.

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 7th day of February, 1986

Winifred H. Browne
WINIFRED H. BROWNE, Assistant Secretary

300545 (HO)—TA—10-75

ASSIGNMENT

The parties to this Assignment are Riedel International, Inc. ("International") and R.A. Hatch Co. ("Hatch"). This assignment covers all contracts between Hatch and owners of construction projects which are listed on attached Exhibit A (the "Prime Contracts").

Hatch hereby assigns to International all of Hatch's right, title and interest to any payment due or to become due under the Prime Contracts, including without limitation retainage and any claims based on change orders and additional work.

Dated: February 12, 1986.

RIEDEL INTERNATIONAL, INC.

By

R. A. HATCH CO.

By Robert Hatch Pres

Exhibit A - List of Prime Contracts

RECEIVED
MAR 19 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT A

LIST OF ASSIGNED CONTRACTS

1. Oregon State Highway Division
   Contract #9594
   Columbia River Highway - N.E. 39th - N.E. 87th

2. Tri-County Metropolitan Transportation District
   Contract #83-7020
   Line Section 2A

RECEIVED
MAR 19 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION
The Equitable Center - Suite 100
530 Center Street NE
Salem, Oregon 97301

March 4, 1986
IN REPLY REFER TO
HFO-OR/380.2

RECEIVED
STATE HWY ENGR
MAR 6 '86
REFER TO Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File
					✓	

NOTED
W. E. SCHWARTZ

Orig to
3/7

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Dear Mr. Rulien:

Portland Cement Concrete Paving
85-IND-1(B)

During the 1985 construction season our Engineers reviewed eight PCC paving projects while construction activities were underway. The projects reviewed were:

North Tigard - South Tigard
North Jefferson - North Albany
North Albany - Lebanon/Corvallis Interchange
Goshen - Cottage Grove
Elkhead Road - Rice Hill
Banfield Freeway
North Powder - Baldock Slough
Columbia River Br. - Umatilla River

The following findings and recommendations are presented for your consideration. While these deficiencies were not common to all projects they were encountered often enough to warrant your attention.

1. FINDINGS

Project personnel (State and Contractor) were not always aware of the contract requirements and the importance of certain practices such as mix consistency, timely sawing, preparation of area for slip form paving equipment to operate on, construction joint construction, timely texturing, water application during the finishing process, etc.

RECOMMENDATIONS

Contract provisions should include a requirement for a pre-paving conference involving State and contractor personnel similar to that required for AC paving. A PCC inspector refresher course should also be developed and conducted for all project personnel assigned to PCC paving projects.

2. FINDINGS

Tie bars between adjacent concrete panels poured separately were being inserted in the plastic concrete. This oftentimes resulted in undesirable edge slump, poor positioning of the tie bars, and unsatisfactory bond between the tie bar and the concrete.

RECOMMENDATION

Require the tie bars to be installed by drilling and epoxying into the hardened concrete prior to pouring the adjacent panel.

3. FINDINGS

Sawing of the longitudinal joint was not always being accomplished in a timely manner. Some pavement segments remain unsawed several months after completion. Other pavements have random longitudinal cracks near centerline which is an indicator of late sawing of the centerline joint.

RECOMMENDATIONS

The contractor should be required to saw the centerline joint in a timely manner as set forth in the contract. Concrete placement should not be allowed unless the contractor has sufficient sawing equipment and personnel available to accomplish necessary sawing in accordance with contract specifications. Project personnel should be made aware of the importance of timely sawing and instructed to strictly enforce contract requirements.

4. FINDINGS

The specifications provide for the surface texture to meet the texture of a standard reference block. This standard reference block was not found on most projects.

RECOMMENDATIONS

This specification requirement, if considered necessary, should be enforced. Otherwise, this specification requirement should be eliminated.

5. FINDINGS

Excessive water was being applied to the concrete surface during finishing operations. On one project water was being applied from spray nozzles installed on the float finishing machine. Excessive water is highly detrimental to the durability of the surface mortar.

RECOMMENDATIONS

Specification requirements should be strictly enforced regarding application of water during the finishing process.

6. FINDINGS

An unusual amount of grinding is required to obtain the specified smoothness. This appears to be a result of several things,such as; spreading and finishing with a single machine, poorly prepared grades on which the slip form paving equipment must travel, inconsistency of the concrete mix, and end dumping directly into the spreading and finishing machines.

RECOMMENDATIONS

Require two machines - one for spreading and the second for finishing. Enforce contract specifications concerning preparation of the area on which the slip form paving equipment operates. Obtain mix consistency by requiring strict control of the mix ingredients by the contractor. Require the plastic concrete be deposited by side conveyor. (Let's get back to the good old days when specified pavement smoothness was easily obtained without grinding, except at an occasional construction joint.)

7. FINDINGS

Traffic was allowed on new PCC pavement prior to obtaining the specified smoothness. The impact loadings caused by rough pavement are highly detrimental to pavement performance and particularly so when applied to partially cured pavements.

RECOMMENDATIONS

Traffic should not be allowed on the new pavements until a specified smoothness is obtained.

8. FINDINGS

Length of stages were too restrictive under most project conditions. In some cases contract changes were allowed to lengthen the stages providing for fewer stops, less traffic interruption, and more timely completeness of the construction work.

RECOMMENDATIONS

Based on experience to date it appears the length of the stages can be significantly increased without adversely affecting traffic operation. More consideration should be given during project development to tailor the length of the stages to conditions associated with each individual project.

9. FINDINGS

Twenty six foot wide concrete ramps were constructed in four foot, 16 foot and six foot panels. The sixteen foot panel was then sawed at 12 feet, resulting in two four foot panels, a 12 foot panel, and a six foot panel.

RECOMMENDATIONS

Sawing the 16 foot panel into a 12 foot and a four foot panel is not necessary. Future plans should clearly provide for longitudinal joints only at the four and six foot shoulder lines. It is not necessary to provide a longitudinal joint within the 16 foot panel.

Many of the above findings and recommendations have already been discussed with members of your staff, and are in various stages of implementation. All of them are worthy of your consideration and implementation and should significantly benefit pavement performance.

Over the years Oregon has enjoyed outstanding PCC pavement performance results and is considered a national leader in this respect. This success in large part has been due to a strong program involving good design and construction practices. Measures should be taken to continue and reinforce these practices.

Your favorable consideration of our recommendations is requested. We would appreciate a response by April 4, 1986.

Sincerely yours,

Original Signed by
ROBERT E. HATHAWAY
Asst. Division Administrator

Dale E. Wilken
Division Administrator

cc:
OSHD (W. E. Schwartz, Engr)
OSHD (C. O. Fredrickson, Const)
OSHD (D. O. Christensen, Rd Des)
Region HEO-010

1983 NE 39th Ave.-NE 87th Ave. 9594
Sec, Col. R. Hwy.
(gr, pav, str, sign, ill, sig.) #6

Sm. Bus. Admin., Sm. Bus. Act 294-5225? SBA atty.

✓ ✓ N/A N/A
15 § 636, 634, 692 ~~633(c~~), 636(a), (c), (i), ~~(j)~~, ~~(k)~~

✓
15 §80a-18 N/A ~~642~~, 646

§646 - SI held by SBA subordinate to tax liens on ppty.

real ppty. owned by SBA as A of US immune from state + local taxes

★ US v. City of Albuquerque, N.M. (C.A.N.M.) 465 F.2d 776 (1972) - 1, 3

★ U.S. v. Dyna-Tex, Inc. (D.C. Tenn.), 372 F. Supp. 278 (1972)

City of Albuquerque

I. Are Δ's chgs. for sewer, water + street improvements entitled to priority over lien from SBA mtge.? NO

F. mtge. J. 2/22/67, lien perfected 10/68

I. Is special assessment a tax due on ppty.? NO

D. gen'l. taxes against entire pop. for gen'l. protection or services, special assessments enhance value of particular ppty., S. Ct. held exemption from taxes in §646 only applies to gen'l. taxes, exemption N/A to local assessments or special taxation for improvements, US has priority over all water + sewage chgs., taxes due on ppty. ≠ taxes owing on, payable from or enforceable against the ppty., "Congress did not ntd. to subordinate the govt's. normal priority in favor of a special chg. such as we have here based as it is on a benefit to the ppty." (778), 1st in time 1st in rt. rule applies

O.K.-WEB

ROUGH DRAFT FOR JEFF LEWIS' CONSIDERATION
February 21, 1986

CON 5
9594

Ron Platt Mfg., Inc.
61534 Ward Road
Bend, OR 97702

Attn: Ronald E. Platt

Dear Mr. Platt:

Re: Claim for Additional Compensation
Department of Transportation Contract No. 9594

In response to your recent letter ~~of January 31, 1986,~~ I have been advised that the Highway Division has arranged a hearing in their Salem Construction Office on February 28~~, 1986,~~ with the prime contractor, R. A. Hatch, and you to review and evaluate your claim on ~~the above~~ this contract.

Sincerely,

Jeff Lewis, Citizens' Representative
Office of the Governor

JL:OBJ:mk

cc: Fred Miller
R. A. Hatch

02213M

R

RECEIVED
STATE HWY ENGR
FEB 21 '86
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

orig
Pub. Affairs
2-21

STATE OF OREGON
OFFICE OF THE GOVERNOR

CITIZENS' REPRESENTATIVE INFORMATION SHEET

STATE CAPITOL
SALEM, OREGON 97310

AGENCY DEPARTMENT OF TRANSPORTATION

DATE OF INQUIRY February 2, 1986

TAKEN BY Jeff Lewis

ASSIGNED TO Fred Miller

NAME OF INQUIRER Ron Platt

☒ WRITTEN ☐ PHONE CALL ☐ VISIT

ADDRESS Ron Platt Mfg., Inc. 61534 Ward Rd.

PHONE:

CITY Bend, OR 97702

RESIDENCE

BUSINESS

☒ COMPLAINT ☐ INFORMATION ☐ REFERRED

SUBSTANCE OF COMPLAINT

(SEE LETTER ATTACHED) Please return attached material with draft response

RECEIVED
STATE HWY ENGR
FEB 11 '86
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

2/11

Pat - expedite
R

Info cy Bell

RECEIVED
DOT DIRECTOR
FEB 11 '86
REFER TO ~~Bell~~ Rulien
FOR

Info	Inves	R/D	D/R	Sign	Act	File

☒ DRAFT REPLY SUITABLE FOR Jeff Lewis signature

☐ INVESTIGATE AND FURNISH THIS OFFICE WITH NECESSARY INFORMATION TO RESPOND TO INQUIRY.

COMMENTS AND RECOMMENDATIONS

[illegible]

00 955

Jeff

STEEL FABRICATION

RON PLATT MFG., INC.

61534 WARD RD. • BEND, OREGON 97702
(503) 389-4665

COMMERCIAL & INDUSTRIAL

Send to Fred Miller

January 31, 1986

The Honorable Victor Atiyeh
Governor of Oregon
State Capitol
Salem, Oregon 97310

Dear Governor Atiyeh,

I applaude your efforts to "open doors" for new business interests in Oregon. Because you seem genuinely concerned about business and employment, I'd like to inform you of how the State of Oregon is slowly, and thereby surely, forcing me out of business.

For six years my company has had an excellent reputation within the construction industry and I have worked with many contractors throughout this state on various highway department projects. I maintain a good rapport with the highway department's material section inspectors and numerous project managers.

The problem I have is with the Oregon Department of Transportation, specifically with those in charge of the Columbia River Highway (Banfield Freeway) Project. Enclosed please find the documentation I have received regarding this issue.

As a brief background, in February of 1985 I invoiced the prime contractor, R. A. Hatch Co., for work which was extra - above the original contract. R. A. Hatch Co. in turn submitted my billing to the O.D.O.T. Project Manager, Mr. Jarard G. Richardson, in the form of a claim.

I was finally granted a meeting with Mr. Richardson in May, 1985. In this meeting my claim was totally denied.

Another meeting was held August 8, 1985 with the Regional Engineer, Mr. Al Harwood. Also present were Mr. Richardson, representatives from R. A. Hatch Co., my attorney and myself. In this meeting, Mr. Harwood conceeded that I did indeed have a right to some compensation. He later confirmed this with my attorney. I was then asked to submit all of my cost records for Mr. Harwood's review.

On October 1, 1985 Mr. Harwood informed my attorney that, except for a small portion, my claim was denied. He stated that he would send a letter confirming this decision. To date I have not received anything from him.

I next requested a Claims Review Board hearing. On October 14, 1985 I received a copy of a letter sent to R. A. Hatch Co. from Mr. Dave Jones stating that a date would be set. After numerous phone calls and letters I am still waiting. I cannot understand why it should take this long to set a date for a hearing.

Due to the extra costs involved to complete this project to the project manager's satisfaction, my company has lost a tremendous amount of money. I have not been able to pay my suppliers for materials or services. During the length of the project I complied with all requests made by the project manager. It seems I could be afforded the courtesy of someone trying to get the entire matter resolved.

I realize your office is a busy place, but I would appreciate your help. All I am asking for is a hearing date with the State Claims Review Board as soon as possible.

Sincerely,

RON PLATT MFG., INC.

Ronald E. Platt

Ronald E. Platt
President

REP:llf

Enclosures

cc: State Representative Tom Troop
cc: Neil R. Bryant
cc: Gary S. Nelson

STEEL FABRICATION

RON PLATT MFG., INC.

61534 WARD RD. • BEND, OREGON 97702
(503) 389-4665
200 S.E. BRIDGEFORD BL.

COMMERCIAL & INDUSTRIAL

January 15, 1986

R. A. Hatch Co.
Mr. Don Rapaich
P. O. Box 18160
Portland, Oregon 97708

Dear Don,

In regard to my claim for compensation dated February, 1985, I am yet to be advised of a date being set for the Claims Review Board hearing that I was informed would be established.

After our meeting with Mr. Al Harwood on August 8, 1985, we submitted our time and expense records as requested for his review on the matter. On October 1, 1985, Mr. Harwood informed my attorney that most of our claim was rejected with the exception of the 74th Avenue Bridge. To date, I have not received any compensation for any part of the claim.

The only correspondence regarding the claim I have received since October 1 is a copy of a letter from Mr. Dave Jones to you dated October 14, 1985, stating that his office is in the process of setting up a meeting of the Claims Review Board. It is not clear to me as to why it should take four months to set a date for the hearing.

I would appreciate any help in getting this entire matter resolved. If I can be of any assistance, please let me know.

Sincerely,

RON PLATT MFG., INC.

Ronald E. Platt
President

cc: Neil Bryant

Alvin J. Gray
Bradley D. Fancher
William M. Holmes
James V. Hurley
Neil R. Bryant
Robert S. Lovlien
Lynn F. Jarvis
Gregory P. Lynch
~~Brian J. MacRitchie~~
Daniel C. Re
of Counsel:
Bruce Bischof

GRAY, FANCHER, HOLMES & HURLEY
LAW OFFICES
40 N.W. GREENWOOD • P.O. BOX 1151 • BEND, OREGON 97709-1151 • (503) 382-4331

SUNRIVER VILLAGE MALL • SUNRIVER, OREGON 97707-3215 • (503) 593-1292

November 14, 1985

RON PLATT
RON PLATT MFG., INC.
61534 WARD ROAD
BEND OR 97702

Re: R. A. Hatch

I hope you are progressing quickly with the Claims Review Board. If the administrative process is not successful, you have the right to file an action in Circuit Court for your damages. Unfortunately, you would have to sue Hatch and Coats, rather than the State because that is who your contract is with. Generally, you must file the action within two years from the date that the contract is accepted by the State to avoid the statute of limitations running on the State. If I can be of any assistance, please let me know.

Also, Hardwood was going to send you a letter about what the State was willing to pay on the 74th Avenue Bridge. Have you received anything?

Finally, I would appreciate it if you could call me or our Bookkeeping Department and make some arrangements for regular payments on the attorney's fees bill.

Neil R Bryant cw

NEIL R. BRYANT

cw

P. S. My secretary advises me that she has some papers that you need to sign. Please stop by the office next time you are in town.

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
5821 NE. GLISAN STREET, PORTLAND, OREGON 97213

October 14, 1985

In Reply Refer to
File No.

Don Rapaich
R.A. Hatch Co.
P.O. Box 18160
Portland, OR 97218

Re: Platt Claim
NE 39th Ave.-NE 87th Ave.
Columbia River Highway
Contract 9594

Dear Don:

I have received your request to set up a meeting to take the subject claim to the Claims Review Board.

We are now in the process of setting up the meeting and I will let you know when we have scheduled the meeting.

Yours truly,

David L. Jones,
Project Manager

cc: Al Harwood

Alvin J. Gray
Bradley D. Fancher
William M. Holmes
James V. Hurley
Neil R. Bryant
Robert S. Lovlien
Lynn F. Jarvis
Gregory P. Lynch
~~Brian J. MacRitchie~~
Daniel C. Re
of Counsel:
Bruce Bischof

GRAY, FANCHER, HOLMES & HURLEY
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SUNRIVER VILLAGE MALL • SUNRIVER, OREGON 97707-3215 • (503) 593-1292

COPY

October 3, 1985

R. A. PAICH
R A HATCH CO
P O BOX 18160
PORTLAND OR 97218

Re: Ron Platt Mfg, Inc.
Contract No. 9594

I have been informed verbally by Al Hardwood that the Highway Division has rejected Ron Platt Mfg., Inc.'s claim as outlined in the August 20, 1985 letter. The only matter they accepted was the 74th Avenue Bridge, and they are reviewing the time records and expenses on that matter.

On behalf of Ron Platt Mfg., Inc., I would request you taking this matter before the Claims Review Board as soon as possible. I am sending a copy of this letter to Doug Coats and am asking him to make the same request for the portion of the contract that dealt with Mr. Coats' contract.

Neil R. Bryant

da

cc: Ron Platt
Doug Coats

Alvin J. Gray
Bradley D. Fancher
William M. Holmes
James V. Hurley
Neil R. Bryant
Robert S. Lovlien
Lynn F. Jarvis
Gregory P. Lynch
~~Brian J. MacRitchie~~
Daniel C. Re
of Counsel:
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SUNRIVER VILLAGE MALL • SUNRIVER, OREGON 97707-3215 • (503) 593-1292

COPY

October 3, 1985

A C HARDWOOD
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
METRO REGION
5821 NE GLISAN STREET
PORTLAND OR 97213

Re: Ron Platt Mfg, Inc.
Contract No. 9594

This letter will confirm our telephone conversation of October 1, 1985. I still have not received your letter dated September 23, 1985, but it is my understanding you have denied most of Ron Platt Mfg., Inc.'s claim. We were in agreement on the 74th Avenue Bridge in regard to Mr. Platt being entitled to the claim. It is my understanding you will review his costs and expenses and give us a dollar amount as soon as possible. I believe all the information you have requested on this matter has already been forwarded to you. If we can be of any further assistance, please advise.

Neil R. Bryant

da

cc: Ron Platt

Alvin J. Gray
Bradley D. Fancher
William M. Holmes
James V. Hurley
Neil R. Bryant
Robert S. Lovlien
Lynn F. Jarvis
Gregory P. Lynch
~~Brian J. MacRitchie~~
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SUNRIVER VILLAGE MALL • SUNRIVER, OREGON 97707-3215 • (503) 593-1292

August 20, 1985

A C HARDWOOD
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
METRO REGION
5821 NE GLISAN STREET
PORTLAND OR 97213

Re: Ron Platt Mfg, Inc.
Contract No. 9594

COPY

Thank you for the opportunity of meeting with you on August 8, 1985. At that time, you requested copies of time sheets, expenses and other data supporting Mr. Platt's claim. To assist you in reviewing this information, I have the vouchers and time sheets in separate files for each particular claim.

1. The first file involves invoice 209-R dated February 21, 1985. This is the claim dealing with the rework on the panels that were in Portland and had to be sent back to Bend to be ground and rewelded. The total number of panels used on the job were 487. At the time the weld was rejected, 400 of the panels had been completed. Of those 400, 246 had been shipped to the galvanizers in Portland and 154 were ready to be shipped from Platt Mfg in Bend. Eighty-seven panels were in different stages of completion. The galvanizers had sent 122 panels to the painters. In other words, 83.13 percent of the panels had been completed and were either in black, galvanized or in the process of being painted.

The time sheets show 3,333-1/2 hours doing the rework. Mr. Platt estimates 400 of those hours were actually spent in welding the panels and 800 hours were used in handling the panels during the welding process at $13 per hour. This totals $15,600. Invoices for the itemized expenses pertaining to this invoice are also enclosed in the file. As I mentioned at our meeting, service charges have been deleted which further reduce the claim by over $30,000 when you include the overhead and profit expense pertaining to the interest charge.

2. The second file pertains to drafting and blueprinting fees. In the file is a copy of Mr. Platt's February 22, 1984 letter and February 27, 1984 letter which explain the reason for the cost. If you recall, there were no plans or shop drawings

for this particular item. Mr. Platt tried to develop some plans. It was finally decided that no one knew the actual length of the bridges, so panels were built to ten foot centers. Unfortunately, this decision was not reached until after Mr. Platt has incurred the expense. The invoices for the drafting and blueprinting total $1,383 rather than $1,421.70. Mr. Platt was unable to locate one of the invoices. The 121 hours of drafting was done by Ron Platt. He has not been able to locate those time sheets

3. The third file deals with the 47th, 60th and 74th Avenue Bridges.

On the 47th Avenue Bridge, Mr. Platt sent three men from his shop to make rack adjustments on the job site. The problem was caused by elevation changes in the concrete. The three men spent a total of 37 hours to complete the work. Thirty dollars an hour is what Mr. Platt normally charges for his men's time. No travel expenses were requested.

On the 60th Street Bridge, there were two problems. One dealt with the elevation and the second was caused by a new restraining grate summary which was not supplied to Doug Coats until after the grates had been completed. This was confirmed at one meeting.

I believe we are in agreement on the 74th Avenue Bridge.

Mr. Platt can be in Portland during the next two weeks, if it would be helpful for him to sit down with you and review these invoices and work sheets.

Your prompt attention would be appreciated. Mr. Platt needs to have this resolved.

Neil R. Bryant

da

Enclosures

cc: Ron Platt
Doug Coats
R. A. Hatch

ALVIN J. GRAY
BRADLEY D. FANCHER
WILLIAM M. HOLMES
JAMES V. HURLEY
NEIL R. BRYANT
ROBERT S. LOVLIEN
LYNN F. JARVIS
GREGORY P. LYNCH
~~[illegible] J. MacR[illegible]~~
DANIEL C. RE
OF COUNSEL:
BRUCE BISCHOF

GRAY, FANCHER, HOLMES & HURLEY
LAW OFFICES
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SUNRIVER VILLAGE MALL • SUNRIVER, OREGON 97707-3215 • (503) 593-1292

COPY

August 2, 1985

DAVE JONES
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
METRO REGION
5821 NE GLISAN STREET
PORTLAND OR 97213

Re: Ron Platt Mfg, Inc.
Contract No. 9594

As you know, I represent Ron Platt Mfg, Inc. Recently he received a copy of Jarard Richardson's July 1, 1985 letter, and offers the following comments:

1. Sorting Problems:

After numerous shop drawings were submitted and rejected, the information as to the post spacing was provided by Mr. Richardson's office with the number of panels listed by length. No number system or plan for installation was ever provided. Initially, the panels were fabricated and shipped by bid item number assigned to each bridge. They then went through the galvanizing and painting system as units. They were to be stored separately. Apparently during the galvanizing and painting process, the panels were mixed together. Platt Manufacturing sent its shop foreman to the galvanizers, the painters, and the job site. The foreman sorted and tagged the panels by bridge and resolved the problem.

2. Balustrade railings:

The intent of the January 18, 1984 letter was to punch holes oversize to allow the zinc to drain between the bars and channel where it would not be welded. The letter stated "welded solid condition at top and bottom connection points". The original plans called for welding only on the top. The idea to weld solid at connection points on oversized holes came from the Oregon Department of Transportation standard drawings. If the intent of the letter was to punch holes oversize for slipfit only, Mr. Platt would have requested 1/16 inch oversize. One-eighth oversize would require considerably more welding to close the hole. This was thoroughly discussed with Larry Miller before any request was made. Mr. Miller received a copy of the letter and understood its contents. The drawing was not attached with the letter, but was sent later to clarify any misunderstanding. The shop drawings which indicated there would be welding "all the way around" were rejected long before the above letter was sent.

3. Inspections.

Inspections took place at Ron Platt Mfg in Bend, Oregon, on numerous occasions before the April 27, 1984 at Galvanizers Company. In each of these prior inspections, the railings were inspected and approved.

Mr. Platt may have been in error as to the railings being painted. However, whether they were painted or not is not the issue. Mr. Richardson wanted them welded all the way around because he did not like their appearance. The engineers found the panels to be structurally sound. Mr. Richardson suggested the use of a putty-type of a material to create a full-weld appearance. Mr. Platt experimented with this, but determined the putty would ultimately crack and create a poor finish.

Concerning the other ten items specifically mentioned, we offer the following:

1. The ends of the one inch bars were uneven. This was corrected at no cost to the contractor or the state and is not part of the claim.

2. Only one side of the one inch bars were welded, top and bottom.

3. The one inch bars were spliced and ground smooth. Any sharp edges were smoothed out at no cost to the state or the contractor and is not part of this claim.

4. A few channels were rotated during shipment. They were corrected at no cost to the contractor or the state and are not part of this claim.

5. A few channels were bowed. They were corrected at no cost to the state or the contractor and are not part of this claim.

6. A few welds were broken due to shipping. They were corrected at no cost to the state or the contractor and are not part of this claim.

7. The welding looked good and was accepted by the Materials Section. If the Materials Section does not find a weld acceptable, they do not allow the product to be shipped. This is not part of the claim.

8. Some base plates were welded on posts out of orientation. This was corrected at no cost to the state or the highway division and is not part of this claim.

9. According to the plans, the panels were built plumb. Modifications were made at no cost to the state or the contractor and this is not part of the claim.

10. Any of the lower grades that were damaged were replaced or corrected by Platt Mfg. at no cost to the contractor or the state and this is not part of the claim.

4. 15 Panels.

The 15 panels were checked by Ron Platt Mfg. employees on the job site and found to match the list supplied by Mr. Richardson's office. The State Highway Division surveyor asked if there were any problems encountered because of elevation changes after the panels had been delivered. This was the first time that Platt Mfg. learned that there had been some elevation changes from the plans. The same is true on the 60th Street Bridge.

I appreciate your efforts to meet with us on August 8th in an attempt to resolve this matter. It is my client's hope that this matter can be resolved in a fair and equitable manner to all concerned. Your prompt attention is appreciated.

Neil R. Bryant

da

cc: Ron Platt
Mike Durbin at R. A. Hatch Co.
Douglas S. Coats

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
5821 N.E. GLISAN STREET, PORTLAND, OREGON 97213

July 1, 1985 Telephone 238-8313 In Reply Refer to File No.

MICHAEL D. DURBIN
Vice President for Operations
R. A. Hatch Company
Post Office Box 18160
Portland, OR 97218

Subject: NE 39th Ave.-NE 87th Ave. Sec.
Columbia River Highway ·
Contract No. 9594
RESTRAINING GRATE CLAIM

On March 7, 1984, I received a letter from Don Rapaich stating that changes and re-designs of bridge rails and restraining grate were causing added costs to the project. As his letter was vague, I answered it stating that I did not understand what changes and re-designs he was referring to, but I never received a reply.

On March 25, 1985, Rapaich sent a letter to Project Manager Dave Jones asking that a price agreement be issued to cover "extra" costs incurred in the design, fabrication, and installation of the rails and restraining grates.

A meeting was held on May 10, 1985, with Rapaich, Doug Coats, Ron Platt, Jones, Mike Fisher, and me where the claim was discussed item by item. I will attempt to restate our position in this letter, as I am now in receipt of your notification of June 21, 1985, which encloses a letter of demand from Platt's lawers to R. A. Hatch Company.

I will begin by addressing your sorting problems as this is the only item you claim directly.

In my opinion the sorting problems have been caused by a lack of shop drawings from your supplier and the absence of any type of marking system so pieces can be identified and placed in the location they were fabricated to fit. My office provided data for such a system but it was not used. The way the pieces were shipped, it was not possible to even identify the bridge the piece was fabricated for, let alone where it was to be placed on the bridge.

In Platt's letter of February 21, 1985, several items were referred to as extra costs:

Paragraph 1

Platt's letter of January 18, 1984, requested two things, both of which were approved (see my letter of February 3, 1984).

1. Change in size of the steel channel for balustrade rail
2. Permission to punch holes in the steel channels 1/8-inch oversize to allow steel bars to slip-fit before welding

His letter did not request permission to weld on one side of the 1-inch bars as he indicates. The drawing attached to the copy in his claim package showing one welded side was not submitted for approval. All drawings submitted by Platt indicated the bars would be welded all the way around as called for on the contract plans.

Paragraphs 2-4

The first inspection report I received from our materials people was dated 4/27/84, and this inspection took place at Galvanizers', Inc. in Portland.

I first observed the rail at the painters in Portland and contrary to Platt's letter, no painting was done at that time (June 1, 1984). The 173 galvanized sections of rail were in Portland, as were the 62 ungalvanized rails.

At the time I made this inspection, the following items were noted and discussed with Platt by telephone:

1. The ends of the 1-inch bars in the grates were not trimmed and varied as much as one inch, top and bottom.
2. Only one side of the 1-inch bars were welded top and bottom at the intersection of the 1-inch bars and the channel members.
3. The 1-inch bars were spliced and not ground smooth.
4. Channels were rotated because of the weld condition of the 1-inch bars.
5. Channels were bowed
6. Welds were broken, probably due to handling and lack of welding.
7. Welding techniques being used were producing very bad-looking welds (this procedure was changed).
8. Base plates were welded on posts, 90° out of orientation.

9. All panels were built plumb so they would only be vertical if placed on a flat grade.

10. Panels were stacked on top of each other with large bundles of posts placed on them (several thousand pounds) causing damage to the lower grates.

Platt's letter of March 12, 1985, (also included in the claim) alleges that elevation changes were made on the 47th Avenue structure which caused some (15) panels to be reworked. I have had the rails on the 47th Avenue structure profiled and I can verify that no changes were made in the elevations given to you.

In that letter he also claims elevations were changed on the 60th Avenue structure which also is not the case. The pieces reworked on that structure were not fabricated to the dimensions given in some cases, and in others the correct pieces could not be found due to the sorting problem. These pieces were later found and they also had to be reworked.

There were three panels added to the list as he claims.

The problems stated for the 74th Avenue structure are accurate. Please refer to my letters of April 3, 1984 and July 2, 1984.

Platt's letter of June 11, 1984, indicates that he will proceed with repair of the items I discussed with him on June 1, 1984. He does not make mention of an intention to claim for extra costs until February 21, 1985. According to Section 109.05 of the standard specifications, he may have compromised his right to claim due to lack of notice.

Jarard G Richardson

JARARD G. RICHARDSON
Project Manager

ebg

xc: A. C. Harwood
D. L. Jones

ALVIN J. GRAY
BRADLEY D. FANCHER
WILLIAM M. HOLMES
JAMES V. HURLEY
NEIL R. BRYANT
ROBERT S. LOVLIEN
LYNN F. JARVIS
GREGORY P. LYNCH
BRIAN J. MACRITCHIE
DANIEL C. RE
OF COUNSEL:
BRUCE BISCHOF

GRAY, FANCHER, HOLMES & HURLEY
LAW OFFICES
40 N.W. GREENWOOD • P.O. BOX 1151 • BEND, OREGON 97709-1151 • (503) 382-4331

SUNRIVER VILLAGE MALL • SUNRIVER, OREGON 97707-3215 • (503) 593-1292

COPY

June 19, 1985

R A HATCH CO
ATTENTION MIKE DURBIN
P O BOX 18146
PORTLAND OR 97218

DOUGLAS S COATS INC
741 SE GLENWOOD DRIVE
BEND OR 97702

Re: Project: O.S.H.D. #9594
NE 39th Avenue - NE 87th Avenue
Columbia River Highway
Multnomah County, Oregon

This office represents Ron Platt Mfg, Inc. As you know, he is the subcontractor for handrails and restraining grate on the above-referenced contract. In the past, you have received letters dated March 18, 1984, February 21, 1985, February 22, 1985 and March 12, 1985 dealing with additional work for which my client has not been paid.

The principal problem deals with the restraining grate and handrails for eight bridges. Although the local inspector, Larry Miller, approved the work in shop, it was rejected on site by the project engineer, Gerald Richardson. Mr. Richardson's rejection was based upon aesthetics and not structural problems. He simply did not like the appearance of the railing. Consequently, a portion of the railing had to be redone costing my client and yourselves considerable expense, which has not been compensated.

The second part of the claim deals with expenses incurred for shop drawings. The original drawings were submitted according to the plans. They were required to be resubmitted on several occasions, until it was determined that no one knew the actual length of the bridges, so the panels were actually built to ten foot centers determined when anchor bolts were poured in place. The final dimensions were determined in the field when the concrete was poured.

The final claim for $18,112.23 was caused by an error in the plans which reversed the south and north ends of certain railings.

Please respond to this demand within ten days or I shall be required to turn this matter over to your bonding company.

Neil R. Bryant

da

cc: Ron Platt Mfg, Inc.

CERTIFIED MAIL - R.R.R
REGULAR MAIL

P. S. Ron: I still need to have your damages broken out as between Hatch and Coats in a specific dollar amount.

CL 1986-0093
9571

FARWEST REBAR CO.

P. O. Box 889
EUGENE, OREGON 97440
(503) 726-7323

FILED
MAR 21 1986
BARBARA ROBERTS
SECRETARY OF STATE

February 20, 1986

NOTICE OF CLAIM

(OREGON PUBLIC WORKS)

TO: Secretary of State, Barbara Roberts
State Capital Building, Room 141
Salem, Oregon 97310-0722

NOTICE IS HEREBY GIVEN That the undersigned, Farwest Rebar Co. has a claim for Fabricated Reinforcing Steel in the sum of Thirteen Thousand One Hundred Seventy Seven and 45/100 Dollars ($13,177.45) against the bond taken from R.A. Hatch Co. as principal, and Industrial Indemnity Company as surety or sureties for the work of the Oregon Department of Transportation Contract No. 9594, Multnomah County Columbia River Highway, N.E. 39th Avenue - N.E. 87th Avenue Section.

Dated this 20th day of February, 1986.

Farwest Rebar Co.

Richd E Jones

Richard E. Jones
Executive Vice President-General Manager

CWC/sh

COPY

NOTED ON CARD
5/20/86 CB

RECEIVED
FEB 26 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

RECEIVED
MAR 24 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

10

February 19, 1986

CON 5
#9594
#9855

H & H Electric Inc.
P.O. Box 6209
Bend, OR 97708

Attention: Isabel L. Hendricks
President

Your letters of January 23, 1986, have been forwarded to our office requesting that payment be made directly to you on Contracts Nos. 9856 and 9594.

Claims have been filed with the Secretary of State on both of these contracts. The State has a policy not to make payment to claimants.

We would suggest that you contact the surety or the agent directly.

Robert W. Gormsen
COMMISSION SERVICES

bc: Gary Kennan
Dave Jones

FKN:jk

H
& electric inc.
H

Jan. 23, 1986

Oregon State Highway Division
Dave Jones, Project Manager
5821 NE Glesan
Portland, OR 97213

RE: NE 39th Ave. - NE 87th Ave.
OSHD Contract No. 9594

Dear Dave:

On Dec. 17, 1985 we filed claim with the Office of Commission Services for non payment of work complete. The amount owed to us at that time was $82,362.81. We have since performed more work on the project for a revised total due of $74,053.36.

At this time we request action be taken as outlined in section 107.28, paragraph 2, of the Standard Specifications, whereby the Commission pays the claim and charges the amount thereof against funds due the contractor.

Please forward this information to Robert W. Gormsen, Commission Services.

Yours Truly,
H&H Electric, Inc.

Isabel L Hendricks

Isabel L. Hendricks
President

RECEIVED
1986

RECEIVED
PROJECT MANAGER
JAN 27 1986

PM	APM	APM	INSP	OM
☑	☐	☐	☐	☐

PORTLAND, OREGON

767 S.E. Glenwood Drive • (503) 388-4837
P.O. Box 6209 • Bend, Oregon 97708

CL 1986-0089

9594

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
FEB 21 1986
BARBARA ROBERTS
SECRETARY OF STATE

February 19, 1986

IN REPLY REFER TO
FILE NO. CON 5
#9594

Ron Platt Mfg., Inc.
200 SE Bridgeford Blvd.
Bend, OR 97702

We have received your letter of February 6, 1986, filing a claim against the following Highway Division contract:

FILED BY:	Ron Platt Mfg., Inc.
AMOUNT:	$8,512.00
FOR:	Fabricating restraining grate
AGAINST (Prime contractor):	R. A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Ave.-N.E. 87th Ave. (Banfield Transitway) Section, Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
FEB 28 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: R. A. Hatch Co.
P. O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P. O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S. W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97207

NOTED ON CARD
5/20/86 CB

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

STEEL FABRICATION
RON PLATT MFG., INC.
COMMERCIAL & INDUSTRIAL
61534 WARD RD. • BEND, OREGON 97702
(503) 389-4665
200 S. E. BRIDGEFORD BLVD.

February 6, 1986

Commission Services
State of Oregon Highway Department
Room 121 Transportation Building
Salem, Oregon 97310

PROJECT: N.E. 39th Avenue - N.E. 87th Avenue Section of the Columbia River Highway, Multnomah County, Oregon. OSHD Contract #9594

CONTRACTOR: R. A. Hatch Co., P. O. Box 6179, Bend, OR 97708

SUBJECT: Claim against Bond

Gentlemen:

We subcontracted with R. A. Hatch Co. to fabricate extra restraining grate (P.A. #51) for the above mentioned project.

The restraining grate has been completed since January, 1986 and we have not been paid $8,512.00 for the material supplied.

Please consider this communication as our request for payment and claim for the above stated amount with the Bonding Company providing coverage for this contract.

Please confirm and advise.

Sincerely,

RON PLATT MFG., INC.

Ronald E. Platt

Ronald E. Platt
President

cc: Neil Bryant

RECEIVED
FEB -7 1986
[illegible]

CL 1986-0090

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
FEB 21 1986
BARBARA ROBERTS
SECRETARY OF STATE

February 19, 1986

IN REPLY REFER TO
FILE NO. CON 5
#9594

Ron Platt Mfg., Inc.
200 SE Bridgeford Blvd.
Bend, OR 97702

We have received your letter of February 6, 1986, with attached invoice, filing a claim against the following Highway Division contract:

FILED BY:	Ron Platt Mfg., Inc.
AMOUNT:	$76,277.06
FOR:	Reworking drawings and railings
AGAINST (Prime contractor):	R. A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Ave.-N.E. 87th Ave. (Banfield Transitway) Section, Columbia River Highway, Multnomah County
SURETY:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
FEB 28 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: R. A. Hatch Co.,
P. O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P. O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S. W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97207

NOTED ON CARD
3/20/86 CB

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

[illegible]

STEEL FABRICATION
RON PLATT MFG., INC.
COMMERCIAL & INDUSTRIAL
61534 WARD RD. • BEND, OREGON 97702
(503) 389-4665
200 S. E. BRIDGEFORD BLVD.

February 6, 1986

Commission Services
State of Oregon Highway Department
Room 121 Transportation Building
Salem, Oregon 97310

PROJECT: N.E. 39th Avenue - N.E. 87th Avenue Section of the Columbia River Highway, Multnomah County, Oregon. OSHD Contract #9594

CONTRACTOR: R. A. Hatch Co., P. O. Box 6179, Bend, OR 97708

SUBJECT: Claim against Bond

Gentlemen:

We subcontracted with R. A. Hatch Co. to rework shop drawings and rework railings for the above mentioned project.

The work has been completed since February, 1985 and we have not been paid $76,277.06 per copy of attached invoice #209-RM.

Please consider this communication as our request for payment and claim for the above stated amount with the Bonding Company providing coverage for this contract.

Please confirm and advise.

Sincerely,
RON PLATT MFG., INC.
Ronald E. Platt
Ronald E. Platt
President

cc: Neil Bryant

INVOICE

[illegible]

RON PLATT MFG., INC.

200 S.E.Bridgeford Blvd. • BEND, OREGON 97702
(503) [illegible]

INVOICE DATE 2 / 2[illegible]

TO: R. A. Hatch Co.
P. O. Box 6179
Bend, Oregon 97703

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT
	/ /83		

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	OSHD #9594		
	N.E. 39th Avenue - N.E. 87th Avenue		
	Columbia River Highway		
	Multnomah County, Oregon		
	EXTRA COSTS FOR REWORKING RAILINGS & DRAWINGS:		
	Labor: 3,333½ hours (at cost)	$13.00/hr	43,335.50
	Expenses: Trips to Portland		675.22
	Shipping Charges		2,9[illegible]6.11
	Welding Supplies		9,0[illegible].11
	Oregon Sandblasting: Inv. #3465, Add'l yard work		535.00
			56,[illegible]
	15% Overhead Expense		[illegible],47[illegible].39
			[illegible]
	10% Lost Profit		[illegible],4[illegible].0[illegible]
			71,[illegible]67.[illegible]
	Unnecessary Shop Drawing Expense (letter of 2/27/84)		4,809.73
	TOTAL DUE:		76,277.[illegible]

TERMS OF PAYMENT: Net cash within 30 days. Buyer agrees to pay [illegible] of two percent per month from due date together [illegible] attorney fees, collection, court and appellate costs.

Thank You

X

SIGNATURE (I hereby [illegible] completion of the above [illegible]

CL 1986 0100

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

February 19, 1986

FILED
FEB 27 1986
BARBARA ROBERTS
SECRETARY OF STATE

CON 5
#9594

Ron Platt Mfg., Inc.
200 SE Bridgeford Blvd.
Bend, OR 97702

We have received your letter of February 6, 1986, filing a claim against the following Highway Division contract:

FILED BY:	Ron Platt Mfg., Inc.
AMOUNT:	$1,634.82
FOR:	Material
AGAINST (Prime contractor):	R. A. Hatch Co.
SUBCONTRACTOR:	Hopsing Construction, Inc.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Ave.-N.E. 87th Ave. (Banfield Transitway) Section, Columbia River Highway, Multnomah County
SURETIES:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
MAR 5 - 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc:
R. A. Hatch Co.
P. O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P. O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S. W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97207

NOTED ON CARD
5/20/86 CB

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

STEEL FABRICATION

RON PLATT MFG., INC.

COMMERCIAL & INDUSTRIAL

61534 WARD RD. • BEND, OREGON 97702
(503) 389-4665
200 S. E. BRIDGEFORD BLVD.

February 6, 1986

Commission Services
State of Oregon Highway Department
Room 121 Transportation Building
Salem, Oregon 97310

PROJECT: N.E. 39th Avenue - N.E. 87th Avenue Section of the Columbia River Highway, Multnomah County, Oregon. OSHD Contract #9594

CONTRACTOR: R. A. Hatch Co., P. O. Box 6179, Bend, OR 97708

SUBJECT: Claim against Bond

Gentlemen:

We subcontracted with Hopsing Construction, Inc., P. O. Box 18160, Portland, Oregon 97218, to fabricate sign structures and miscellaneous steel (E.W.O.'s #18 and #30) for the above mentioned project.

Our work has been completed since December, 1985 and we have not been paid $1,634.82 for the material supplied.

Please consider this communication as our request for payment and claim for the above stated amount with the Bonding Company providing coverage for this contract.

Please confirm and advise.

Sincerely,

RON PLATT MFG., INC.

Ronald E. Platt

Ronald E. Platt
President

RECEIVED
FEB -7 1986
[illegible]
[illegible]

cc: Neil Bryant

R.A. Hatch Co.
General Contractors
Post Office Box 6179
Bend, Oregon 97708
(503) 382-8418

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
FEB 20 '86
REFER TO Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File
	✓				✓	

WES
Orig to
2/21

February 18, 1986

Mr. Dave Jones
Resident Engineer
Oregon State Highway Division
5821 N.E. Glisan St.
Portland, OR 97213

Re: O.S.H.D. Contract 9594
39th-87th Section - Banfield

Dear Mr. Jones:

Attached please find a list of claims pending on the referenced project. Some of these claims have been submitted for more than six months. For the most part, the status of these issues is unknown to R.A. Hatch Co. This is unacceptable.

R. A. Hatch Co. requires answers on all the claims by March 4, 1986. If the claims are to be accepted, denied or require some negotiation, we need to know by the above date. On March 4, R. A. Hatch Co. will move forward and will seek by litigation a solution to these issues. Please note that no response by the 4th will be considered a negative response.

From R. A. Hatch Co.'s viewpoint, it appears O.D.O.T. intentionally is stalling these issues and as a matter of policy is committed to stonewalling claims.

O.D.O.T. should remember that most contractors are not fixed-based operations and, as such, timely resolutions of issues and finalization of projects is imperative. Your help in this matter is respectfully requested.

Sincerely,

R. A. HATCH CO.

Robert Hatch

Robert A. Hatch
President

cc: ✓Mr. Larry Rulien, Highway Engineer, Highway Division, O.D.O.T.
Mr. C. Fredrickson, Construction Engineer, Construction Sec., O.D.O.T.
Mr. Bryant Jackmond, Contract Administration Eng.,O.D.O.T.
Mr. Jack L. Sollis, Attorney in Charge, Justice Department, O.D.O.T.
Mr. Edward Hardt, Metro Region Engineer, Metro Region, O.D.O.T.
Mr. Allan Harwood, Region Operations Engineer, Metro Region, O.D.O.T.

Unresolved Issues

No.	Item	Date Submitted to O.D.O.T.
A.	Ron Platt Mfg.	10-14-85
B.	Jarard Richardson	6-30-85
1.	Vinyl Coating Splash Boards	RAHCO signed PA 1-2-86
2.	54" Pipe & Manholes @ 67th & Halsey	11-07-85
3.	Lile Scale Shoring	11-07-85
4.	Banfield Plaza Shoring	11-07-85
5.	D.E.Q. Shoring	11-07-85
6.	Ductile Iron Pipe	RAHCO signed PA 1-2-86
7.	67th & Halsey Structure	11-07-85
8.	Curing Compound	11-07-85
9.	42nd Pedestrian Structure Access	11-07-85
10.	Recycle Material	11-07-85
11.	43rd Ave. Pour Delay	11-07-85
12.	Destroyed Traffic Control Devices	11-07-85
13.	Reforming Wall #2 @ 74th	11-07-85
15.	Special Backfill @ 60th Ave.	11-08-85
16.	Special Manhole @ 81st & 82nd	11-08-85
17.	42nd Ave. Ramp Collapse	11-08-85
18.	60th Detour Repair	11-08-85
20.	Payment for CTB & AC in lieu of PCC	11-20-85
21.	Access Road Wall #1	11-26-85
22.	Additional Mobilization Cost	11-26-85
23.	AC to Replace Grout under Barrier	11-27-85
24.	Heater Cord Material	11-27-85
25.	Electrical Power Consumption	12-03-85
26.	Shoring and Playground Equipment @ Providence Child Care Center	12-16-85
27.	Hoyt Street Sewer	12-16-85
28.	Traffic Control	12-20-85
29.	Friedman Bag Building	1-23-86
30.	PCC Profilograph Penalty	1-06-86

CL 1986-0091

9594

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
FEB 21 1986
BARBARA ROBERTS
SECRETARY OF STATE

February 18, 1986

IN REPLY REFER TO
FILE NO.: CON 5
#9594

H & H Electric Inc.
P.O. Box 6209
Bend, OR 97708

Attention: Graeme C. Leggatt, Jr.
Estimator

We have received your letter dated February 5, 1986, revising your claim of December 17, 1985, against the following Highway Division contract:

FILED BY: H & H Electric, Inc.

AMOUNT: Revising amount from $82,362.81 to $84,076.34

AGAINST (Prime contractor): R. A. Hatch Co.

CONTRACT NO.: 9594

PROJECT: N. E. 39th Ave.-N. E. 87th Ave. (Banfield Transitway) Section, Columbia River Highway, Multnomah County

SURETIES: The American Insurance Co. and Industrial Indemnity Co.

AGENT: Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim revision. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

RECEIVED
FEB 28 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.,
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97207

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED ON CARD
5/20/86 CB

[illegible]

H
&
H electric inc.

Feb. 5, 1986

Oregon State Highway Division
Commission Services
Room 121
Transportation Building
Salem, OR 97310

Project: NE 39th Ave. - NE 87th Ave.
Oregon State Highway Division Contract No. 9594

REF: OSHD File No. Con 5 - 9594

Gentlemen/Ladies:

As of this date we still have not been paid by the prime contractor for work complete on this project. However, we have performed more work since our last correspondence and wish to update the amount owed. The following is current as of 1-31-86.

Total due for work complete since 8-25-85	$29,070.59
Retention withheld thru 10-25-85	55,005.75
Total receivable	$84,076.34

Please confirm that our claim has been revised to reflect this increase.

Yours Truly,
H&H Electric, Inc.

Graeme C Leggatt

Graeme C. Leggatt, Jr.
Estimator

GCL:clb

767 S.E. Glenwood Drive • (503) 388-4837
P.O. Box 6209 • Bend, Oregon 97708

CL 1986-0077
1574

FARWEST STEEL
Corporation

FILED
MAR 21 1986
BARBARA ROBERTS
SECRETARY OF STATE

February 13, 1986

NOTICE OF CLAIM

(OREGON PUBLIC WORKS)

TO: Secretary of State, Barbara Roberts
State Capital Building, Room 141
Salem, Oregon 97310-0722

NOTICE IS HEREBY GIVEN That the undersigned, Farwest Steel Corporation has a claim for Structural Steel in the sum of Sixty Eight Thousand One Hundred Twenty Six and 48/100 Dollars ($68,126.48) against the bond taken from R.A. Hatch Co. as principal, and Industrial Indemnity Company as surety or sureties for the work of the Oregon Department of Transportation Contract No. 9594, Multnomah County Columbia River Highway, N.E. 39th Avenue - N.E. 87th Avenue Section.

Dated this 13th day of February, 1986.

Farwest Steel Corporation

C. W. Cooley
Treasurer

COPY

CWC/sh

NOTED ON CARD
5/20/86 CB

RECEIVED
FEB 18 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Post Office Box 889 • Eugene, Oregon 97440 • 503/686-2000

1574

STATE OF OREGON

INTEROFFICE MEMO

TO: J. B. BOYD
R/W Manager

DATE: FEBRUARY 11, 1986

FROM: GARY M. KNOWLTON
Metro Property Agent Gary M Knowlton

SUBJECT: SEWER RELOCATION - Meadowland Dairy (Walter Anderegg)

I spoke with Mr. Anderegg on Jan. 23 and sent him a followup letter (copy attached). He feels that he doesn't owe the money and even if he did, he can't pay it.

The dairy is definitely being used, both to process and bottle juices and as a warehouse for flower vendors.

It appears the State has no recourse except to proceed with legal action.

GMK:lrb

xc Dixon
J. Sollis
D. Fleming
M. Payne

Jack Sollis
Please advise
action
JB 2/18/86
Dixon please note

RIGHT OF WAY ADMINISTRATION
RECEIVED
FEB 13 1986
☐ ☐ ☐ ☐ ☐ ☐
ADM CA

81-125-1387

9597

RECEIVED
APR 24 1987
orig. sent direct to Hwy Acctg
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

ASSIGNMENT OF CLAIM

Contract No.: 9594

FOR THE CONSIDERATION OF One Dollar ($ 1.00************) Dollars, to R. A. Hatch Co. paid, it hereby sell, assign and transfer the within claim for all future proceeds (including retention) of Oregon State Hithway Division Contract 9594, Columbia River Highway - N.E. 39th - N.E. 87th

to Riedel International, Inc. and authorize and empower said Riedel International, Inc. to act as agent for R. A. Hatch Co. and in its name, place and stead, to verify said claim and to sign, receipt for and receive any warrant that may hereinafter be drawn on the Treasurer of the State of Oregon or the various counties within the State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim in interest in and to said funds. And provided further that this assignment shall not in any way jeopardize the interest of person's furnishing labor or materials in connection with the performance of the contract, or which may in any way impair the funds available for such purposes, but any assignment of funds before the completion of the job and before all claims and debts incurred in the performance of the work had been paid shall be void as against the debts or claims incurred in connection with the performance of said work.

Witness my hand this 7th day of February, 19 86

Executed in the presence of us as witnesses:

R. A. HATCH CO.
Robert Hatch Pres.
CONTRACTOR

THE AMERICAN INSURANCE COMPANY
By: James F Darby
SURETY James F. Darby, Attorney-in-fact

Lynette S Harris

734-1204(1-84)

75 [illegible]

1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Right of Way, Metro Office
5821 NE. GLISAN, PORTLAND, OREGON 97213

RECEIVED
JAN 27 1986
LEGAL

In Reply Refer to
File No.:

January 23, 1986

Walter Anderegg
3531 S.E. 164th
Portland, OR 97236

Dear Sir:

This will confirm our telephone conversation of today regarding the sewer from your property at 8440 N.E. Halsey.

That sewer was installed under revocable permits from both the City and State. I believe you have been sent copies before, but another set is enclosed. Please note that the permit clearly states that you must either relocate the line upon request or pay the State for doing so. The State relocated the line and had been asking you for some time to reimburse them for their costs of $19,122.78. My understanding was that you will not pay the money at this time.

I must point out to you that the State's permit provides for them either to collect the money through litigation or they can revoke the permit and remove the sewer line. Our legal counsel has shown that your recent bankruptcy has no effect on this situation.

We must have your payment for the sewer relocation on or before Friday February 7, 1986, otherwise the State will proceed with one or both of the above mentioned actions.

Your cooperation will be very much appreciated.

Sincerely,

Gary M. Knowlton

Gary M. Knowlton
Regional Property Agent

GMK:jb

Enc.

cc J. B. Boyd
J. W. Dixon
J. Sollis
D. Fleming
M. Payne

Form 734-1982

H & H electric inc.

Jan. 23, 1986

Oregon State Highway Division
Dave Jones, Project Manager
5821 NE Glesan
Portland, OR 97213

RE: NE 39th Ave. - NE 87th Ave.
OSHD Contract No. 9594

Dear Dave:

On Dec. 17, 1985 we filed claim with the Office of Commission Services for non payment of work complete. The amount owed to us at that time was $82,362.81. We have since performed more work on the project for a revised total due of $74,053.36.

At this time we request action be taken as outlined in section 107.28, paragraph 2, of the Standard Specifications, whereby the Commission pays the claim and charges the amount thereof against funds due the contractor.

Please forward this information to Robert W. Gormsen, Commission Services.

Yours Truly,
H&H Electric, Inc.

Isabel L Hendricks

Isabel L. Hendricks
President

2/26/86
talked to H&H Elec.
do not process
this as filing
of revised claim
of 2/5/86 in
amt of $84,076.34
corrects above
figure. fran

H & H said
this letter
was in error
& letter of 2/5/86
was to
correct
it

RECEIVED
JAN [illegible] 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

RECEIVED
PROJECT MANAGER
JAN 27 1986
PM ☑ APM ☐ APM ☐ INSP ☐ OM ☐
PORTLAND, OREGON

767 S.E. Glenwood Drive • (503) 388-4837
P.O. Box 6209 • Bend, Oregon 97708

CL 1986-0041

9594

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
JAN 27 1986
BARBARA ROBERTS
SECRETARY OF STATE

January 20, 198~~5~~6

CON 5
#9594

IN REPLY REFER TO FILE NO.:

H & H Electric, Inc.
P.O.Box 6209
Bend, OR 97703

Attention: Graeme C. Leggatt, Jr.

We have received your letter dated December 17, 1985, filing a claim against the following Highway Division contract:

FILED BY:	H & H Electric
AMOUNT:	$82,362.81
AGAINST (Prime Contractor)	R.A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	The American Insurance Company and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

NAL SIGNED
ERT. W. GORMS

Robert W. Gormsen
COMMISSION SERVICES

cc: R.A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

American Insurance Co.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED ON CARD
5/20/86 CB

RECEIVED
JAN [illegible] 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

H & H electric inc.

Dec. 17, 1985

Commission Services
State of Oregon
Highway Department
Room 121
Transportation Bldg
Salem, OR 97310

Project: NE 39th Ave. - NE 87th Ave
Contract No 9594
Gentlemen:

We have not received payment for work done on the subject project since 10-29-85 which was payment for work done through 8-25-85.

The total amount owed to us for work complete, not including interest is as follows:

Total due for work complete since 8-25-85	$ 27,503.90
Retention withheld thru 8-25-85	54,858.91
Total Receivable	$ 82,362.81

This is a request for payment and claim for the above amount with the bonding company providing coverage.

Please confirm and advise.

Yours Truly
H&H Electric, Inc.

Graeme C. Leggatt, Jr.
Estimator

RECEIVED
DEC 1[illegible] 1985
COMMISSION SERVICES
[illegible]

GCL:clb

767 S.E. Glenwood Drive • (503) 388-4837
P.O. Box 6209 • Bend, Oregon 97708

CL1986-0040

7597

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
JAN 27 1986
BARBARA ROBERTS
SECRETARY OF STATE

January 20, 1986

CON 5
9594

IN REPLY REFER TO
FILE NO.:

Concrete Coring Company, Inc.
P.O. Box 1848
Vancouver, WA 98668

Attention: Barry Woods
President

We have received your letter dated January 7, 1986, filing a claim against the following Highway Division contract:

FILED BY:	Concrete Coring Company
AMOUNT:	$9,708.75
FOR:	Saw cutting and drilling
AGAINST (Prime contractor)	R. A. Hatch Co.
SUBCONTRACTOR:	Douglas Coats Construction
CONTRACT NO.:	9594
PROJECT:	NE 39th Avenue-NE 87th Avenue (Banfield Transitway), Columbia River Highway, Multnomah County
SURETY:	The American Insurance Co. and Industrial Indemnity Company
AGENT:	Corroon & Black of Oregon

NOTED ON CARD
5/20/86 CB

We will advise the sureties, agent and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

RECEIVED
JAN 29 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

AL SIGNED
RT W. GORMS

Robert W. Gormsen
COMMISSION SERVICES

cc: R.A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

American Insurance Co.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

CONCRETE CORING COMPANY

Concrete Cutting Company, Inc.

P.O. Box 1848 • Vancouver, Washington 98668
Phone: 206/696-2521 — 503/285-9201

Portland Seattle
Spokane Vancouver
Pasco

January 7, 198~~5~~6

Dept. of Transportation
Room 121
Salem, Oregon 97310

Re: Contract #9594
R.A. Hatch, General

Notice is hereby given that the undersigned, Concrete Coring Company, Inc. has a claim for saw cutting and drilling, work done for Douglas Coates Construction in the sum of $9708.75, against contract #9594 for work done on Light rail bridge, 1st & Everett Multnomah County, Portland, Oregon.

Barry Woods
Barry Woods
President
Concrete Coring Company, Inc.

RECEIVED
JAN 8 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1986-0042

9571

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 973

FILED
JAN 27 1986
BARBARA ROBERTS
SECRETARY OF STATE

January 20, 1986

Mayco Enterprises, Inc.
P.O. Box 1648
Vancouver, WA 98668

IN REPLY REFER TO FILE NO.: CON 5
#9594

Attention: Margarite Woods
President

We have received your letter dated January 7, 1986, filing a claim against the following Highway Division contract:

FILED BY:	Mayco Enterprises
AMOUNT:	$1,320
FOR:	Saw cutting & seal of loops
AGAINST (Prime contractor)	R.A. Hatch Co.
SUBCONTRACTOR:	H & H Electric
CONTRACT NO.:	9594
PROJECT:	NE 39th Avenue-NE 87th Avenue (Banfield Transitway) Section, Columbia River Highway, Multnomah County
SURETY:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

RECEIVED
[illegible] 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

We will advise the sureties, agent and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

IAL SIGNED
ERT W. GORMS

Robert W. Gormsen
COMMISSION SERVICES

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

cc: R.A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, OR 97204

American Insurance Co.
P.O. Box 3825
Portland, OR 97208

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 07207

NOTED ON CARD
5/20/86 cs

Mayco Enterprises, inc.

P. O. Box 1648 • Vancouver, Washington 98668-1648
Phone (206) 696-0503

January 7, 198~~5~~6

Department of Transportation
Room 121
Salem, Oregon 97310

Re: Contract #9594
R.A. Hatch, General

Notice is hereby given that the undersigned, Mayco Enterprises, Inc. has a claim for saw cutting and seal of loops, work done for H & H Electric in the sum of $1320.00, against contract #9594 for work done on traffic signals at N.E. 39th Ave. - N.E. 87th Ave. Multnomah County, Portland, Oregon.

Margarite Woods

Margarite Woods
President
Mayco Enterprises, Inc.

RECEIVED
JAN 9 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CONCRETE CORING COMPANY

Concrete Cutting Company, Inc.

P.O. Box 1848 • Vancouver, Washington 98668
Phone: 206/696-2521 — 503/285-9201

Portland Seattle
Spokane Vancouver
Pasco

January 7, 198~~5~~6

Department of Transportation
Room 121
Salem, Oregon 97310

Re: Contract #'s
9594 & 10033

Attn: Bob Gormsen

The claims I mailed to you dated January 6, 1985 onthe above contracts, were typed on the wrong stationery in error, please destroy.

The correct company filing the claims is Mayco Enterprises, Inc., herewith find enclosed the corrected copies.

Sincerely,

Marilyn Main

Marilyn Main,
Account Controller

MM/mjm
enclosures

RECEIVED
JAN 9 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CONCRETE CORING COMPANY

Concrete Cutting Company, Inc.

P.O. Box 1848 • Vancouver, Washington 98668
Phone: 206/696-2521 — 503/285-9201

Portland Seattle
Spokane Vancouver
Pasco

January 6, 1985

filed in error - See correct letter of 1-7-86

Dept. of Transportation
Room 121
Salem, Oregon 97310

re: Contract #9594
R.A. Hatch, General

Notice is hereby given that the undersigned, Concrete Coring Company, Inc. has a claim for saw cutting and seal of loops, workdone for H & H Electric in the sum of $1320.00, against contract #9594 for work done on traffic signals at N.E. 39th Ave. - N.E. 87th Ave. Multnomah County, Portland, Oregon.

Barry Woods

Barry Woods
President
Concrete Coring Company, Inc.

RECEIVED
JAN 8 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

7574

STATE OF OREGON

INTEROFFICE MEMO

TO: Steve Green, Metro
Right of Way Supervisor

DATE: January 13, 1986

JB Boyd

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

SUBJECT: Sanitary Sewer Line Relocation
Meadowland Dairy (Walter Andregg)
N.W. 82nd Ave. U'Xing Structure
N.E. Union Ave.-N.E. 87th Ave.
Utility Project
Columbia River Highway
Multnomah County
Project No. IX-68(4)

The Meadowland Dairy owes the Highway Division for the relocation of their pressure pump line from their building at 84th and Halsey to a manhole in the Banfield Freeway. The monies owed are an obligation of the corporation even though bankruptcy was closed out with no assets. The building is still operating, therefore, this bill must be paid or steps must be taken to see that the pipeline is no longer used. Please have one of our agents find the users of this building directly and advise them of our position; that they pay the monies owed, which appears to be $19,122.78, or we take steps to remove the line from service.

JBB:jh

cc: Jack Sollis
Jack Cartwright

STATE OF OREGON
Highway Division

INTEROFFICE MEMO file

TO: Bob Gormsen,
Commission Services

DATE: January 10, 1986

FROM: David L. Jones,
Project Manager

228-8231

SUBJECT: Delinquent Payments
NE 39th Ave.-NE 87th Ave.
Columbia River Highway
Contract 9594

During the past few months from time to time I have been receiving copies of material claims, demand letters and notices of intent to file suit for materials supplied to the subject project. I have also been receiving numerous other verbal requests as to the status of the project.

I am passing on to you copies of the written requests that were sent to me.

In addition to the three that are enclosed there is one request from Oregon Portland Cement requesting from Hopsing approximately $250,000 due on cement purchases.

If you have any questions or comments, please contact me.

Encls.

File in
Contract
#9594

RECEI
JAN 13 1986
COMMISSIO
DEPARTMENT OF

81-125-1387

ALLEN ILMER, SCHRADER, YAZBECK CHENOWETH
ATTORNEYS AND COUNSELORS
A PROFESSIONAL CORPORATION

SOUTH PARK BUILDING
101 EAST BROADWAY
EUGENE, OREGON 97401
503-687-9210

JEFFREY M. KILMER*
JOSEPH A. YAZBECK, JR.
CHARLES R. SCHRADER*
ANDREW K. CHENOWETH
F. GORDON ALLEN
STEPHEN C. VOORHEES
ROBERT L. O'HALLORAN
LYNNIA K. WOODS
JAMES P. LAURICK
FRED L. KOPATICH
GEORGE J. HIBBERT

PORTLAND OFFICE
1650 ONE MAIN PLACE
101 S.W. MAIN STREET
PORTLAND, OREGON 97204
503-224-0055

October 19, 1985

5513.04

CERTIFIED - RETURN RECEIPT REQUESTED

COPY FOR YOUR INFORMATION
FROM CHARLES SCHRADER

Hopsing Construction
P. O. Box 1346
Tualatin, Oregon 97662

Re: Demand Letter on behalf of Standard Paving

Gentlemen:

Sauble Landscaping, Inc. dba Standard Paving (Standard Paving) has asked this firm to represent it in connection with certain past-due amounts owed by Hopsing Construction to Standard Paving for work associated with three paving projects on the Banfield Freeway.

We are informed that the following represents the total amount due Standard Paving under the purchase agreements issued it by Hopsing Construction as allocated between the three projects:

Prime Contractor:	S. J. Groves	R. A. Hatch Co.	S. J. Groves
OSHD Project No.:	9513	9594	9621
Original P.O.Amt.:	$32,309.43	$117,215.07	$74,980.50
Adjustments as of July 31, 1985:	37,826.60	(5,281.60)	(7,824.60)
Sub-total	$70,136.03	$111,933.47	$67,155.90
Interest 1/1/85 to 10/31/85:	11,458.41	18,287.03	10,971.54
Sub-total	$81,594.44	$130,220.50	$78,127.44
Misc.Billings:	1,403.50	1,403.52	1,403.50
Total Due:	$82,997.94	$131,624.02	$79,530.94

Demand is hereby made for payment in full of the total of the above amounts, which is $294,152.90, by October 31, 1985. If payment is not so made, we have been instructed to a file claim on the

RECEIVED
PROJECT MANAGER
OCT 22 1985
PM APM APM INSP CM
☐ ☑ ☑ ☐ ☐

payment bonds of the contractors on the three projects and then file suit to recover the amount due including statutorily granted attorney fees.

By way of settlement and compromise, and for no other purpose, Standard Paving will accept a cashier's check payable to Standard Paving in the amount of $249,225.40 (which is the total due less interest) in care of this office as full satisfaction of these claims provided such payment is received by the close of business on Friday, October 25, 1985. If such payment is not made, this offer of settlement and compromise is withdrawn as of 5:01 p.m. October 25, 1985.

We recommend that you consult with your attorney regarding this letter. If you choose not to consult with an attorney, we are prepared to discuss this matter with you in greater detail. We know that Standard Paving feels it is unfortunate that it found it necessary to request our assistance in this matter. However, it clearly has been wronged and it is essential that their claims be promptly resolved to their satisfaction. Its damages increase as each day passes. We trust that you will respond accordingly.

Very truly yours,

Charles R. Schrader

jcc

cc: Addressee (by Regular Mail)
Standard Paving
S. J. Groves & Sons Co.
R. A. Hatch Co.
Levi J. Smith, Esq.
The American Insurance Co.
Industrial Indemnity Company
Harold E. Broderick, ODOT
David L. Jones, ODOT
James McNamee, ODOt

RECEIVED
JAN 13 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

TOMPSETT-HOGAN MFG. CO.

~~ROUTE 1, BOX 464~~
2738 S.W. Hwy 26

MADRAS, OREGON 97741
(Division of Hogan Manufacturing, Inc.)

PHONE (503) 475-3052

TO: Hopsing Construction Co.
P.O. Box 201
Bend, Oregon 97701

DATE: June 24, 1983

CUSTOMER P.O.: 1617

THMC JOB NO.: 83-348

PROJECT: OSHD # 9594
Monotube Cantilevers
39th to 87th

We have commenced delivery of material to your address in the State of Oregon and on order of the contractor.

The first of such materials and supplies were furnished and delivered by the undersigned on the 25th day of May, 1983.

As a routine, we also notified the general contractor, owner or government agency as to the item(s) furnished:

Sign Structures Packing Slip No. 1464

General Contractor: R.A. Hatch Co.
P.O. Box 6179
Bend, Oregon 97701

Agency or Owner: State Department of Transportation
David Jones Project Manager
5821 NE Glisan St.
Portland, Oregon 97213

If for some reason we do not receive payment, a lien may be claimed for all material received or delivered to your property. The contractor and his bond will be held for payment of the indebtedness if, in fact, the subcontractor does not pay. This notice is sent to you in compliance with the laws of the State.

Please do not hesitate to call on us if there is anything about this notice that you do not understand or if we can be of any other assistance to you.

Sincerely,

Brian Hogan

BRIAN J. HOGAN

BJH:ac

RECEIVED
JAN 13 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

RECEIVED
PROJECT MANAGER
NOV 25 1985
PM ☐ APM ☑ APM ☑ INSP ☐ OM ☐
PORTLAND, OREGON

Custom Machinery & Steel Fabricators

MINT HARVESTING EQUIPMENT • TRAILERS • SHEET METAL WORK • BLOWPIPE • FANS • CYCLONES
SPOUTING • CHUTES • MISC. IRON • SCREW CONVEYORS • BELT CONVEYORS • BUCKET ELEVATORS • PLATE WORK

. OF LADING—SHORT FORM—ORIGINAL—NOT NE TIABLE

(Name of Carrier)

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

Shipper's No. № 1464

Carrier's No.

Madras, Oregon
From **TOMPSETT-HOGAN MFG. CO.**
DIVISION OF HOGAN MFG., INC.

5-25, 1983

(503) 475-3052

83-349

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to HODSING CONSTRUCTION Co. (Mail or street address of consignee—For purposes of notification only.)

Destination FOB SHOP - ~~MADRAS~~ MADRAS County Delivery Address ★

Route

(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier Car or Vehicle Initials No.

No. Packages	Hazardous Materials	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Corr.)	Class or Rate	Check Column
1		SIGN POST STUB @ STA. 1200+50 - SIGN# 99			
1	CANTILER	ANCHOR PLATE W/TEMPLATE @ STA 1201+10 - 100			
1		do @ STA 1213+00 - 101			
16		1¼"φ × 33" ANCHOR RODS W/N&W @ PORTLAND BOLT			
		OSHD # 9594 39th - 87th AVE SEC			
TOTAL PIECES					

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per
(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $
to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per
(The signature here acknowledges only the amounts prepaid.)

Charges Advanced:

$

SHIPPERS CERTIFICATION This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

SIGNATURE

TITLE

RECEIVED
JAN 13 1986
COMMISSIO SERVICES
DEPARTMENT OF TRANSPORTATION

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

†Shipper's imprint in lieu of stamp, not a part of Bill of Lading approved by the Interstate Commerce Commission.

TOMPSETT-HOGAN MFG. CO.
DIVISION OF HOGAN MFG., INC.
Route 1 Box 464, Madras, Oregon 97741

Shipper, Per BH Agent, Per

Permanent post office address of shipper

GRAYARC CO. INC.

Goldie Gentle
CONSTRUCTION, INC.
5241 N. E. 89th Ave.
PORTLAND, OREGON 97220
255-0718

September 23, 1985

FIREMANS FUND INSURANCE COMPANIES
P. O. BOX 3825
PORTLAND, OREGON 97208

Attn: Dean Beck - Bond Manager

Dear Sir,

We are making claim for payment on OSHD contract #9594 39th to 87th (Banfield) in the amount of $31,542.90. This includes monthly estimates for May, June, July & August, the amount was obtained from the OSHD Resident Engineer's office. This figure may change slightly as final quanities are worked out for this Project. This claim is made against the Payment and Performance Bond issued by The American Insurance Company, for R. A. Hatch Co. Our work was done with Hopsing Construction Inc..

GOLDIE GENTLE CONSTRUCTION INC.
by William A. Gentle
William A. Gentle
President

CC: DAVE JONES, Res. Engr.
R. A. Hatch Co.

RECEIVED
JAN 13 1986
COMMISSIO E.VICES
DEPARTMENT OF TRANSPORTATION

RECEIVED
PROJECT MANAGER
SEP 24 1985
PM ☐ APM ☑ APM ☑ INSP ☐ OM ☐
PORTLAND, OREGON

OSHD CONTRACTS

BANFIELD TRANSITWAY PROJECT

#9513	Union-39th Avenue	S. J. Groves & Sons Co. El Dorado, CA	$27,581,766.00
#9549	Building Demolition	R. A. Gray Tigard, OR	38,258.50
#9594	39th-87th Avenue	R. A. Hatch Bend, OR	29,270,186.00
#9621	S. Banfield Interchange-S.E. Washington Street	S. J. Groves & Sons El Dorado, CA	15,292,497.00
#9668	LRT O-Xing (Holladay St.)	S. J. Groves & Sons El Dorado, CA	1,041,913.00
#9748	Steel Bridge & Ramps	Donald M. Drake Portland, OR	7,793,569.31

Other work including trackwork, electrification, transit stations, landscaping, etc., was contracted by other agencies; ie., Tri-Met, City of Portland, Multnomah County, etc.

Prepared by Pat Patterson
Construction Section
1-6-86

R. N. BOTHMAN

9594

CL 1985-0237

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
DEC 17 1985
BARBARA ROBERTS
SECRETARY OF STATE

December 9, 1985

CON 5
#9594
IN REPLY REFER TO
FILE NO.:

Traffic Safety Supply
2324 S. E. Umatilla
Portland, OR 97202

Attn: R. A. Parson, Vice President

We have received your letter dated November 27, 1985, increasing your September 19 claim filing from $16,977.59 to $22,283.93, against the following Highway Division contract:

FILED BY:	Traffic Safety Supply Co.
AMOUNT:	$22,283.93
FOR:	Material
AGAINST (Prime Contractor):	R. A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue - N.E. 87th Avenue (Banfield Transitway) Columbia River Highway Multnomah County
SURETY:	The American Insurance Co., and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

RECEIVED
DEC 11 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P. O. Box 6179
Bend, OR 97708

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97207

American Insurance Co.
Attn: Fidelity & Surety Dept.
P. O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
421 S. W. 6th Ave.
Portland, OR 97204

BBC: Bryant Jackmond

Noted on card

✓bc: Secretary of State - Please acknowledge receipt of the attached

on filing of 10-8-85 CL 1985-0156.

TRAFFIC SAFETY SUPPLY CO.

2324 S.E. UMATILLA ST. PORTLAND, OREGON 97202 235-8531 AREA CODE 503

November 27, 1985

Commission Services Section
Rm 121
Transportation Bldg.
Salem, OR 97310

RE: OSHD Contract No. 9594
N.E. 39th Ave. - N.E. 87th Ave. Sec.
Columbia River Highway
R.A. Hatch Co.
Hopsing Construction Co.

Gentlemen:

Regarding our claim dated Sept. 19, 1985, please add $5,306.34 to the previous $16,977.59 for a total of $22,283.93 against the bond taken from R.A. Hatch, Hopsing Construction and Caroon and Black.

Very truly yours,

R.A. Parson
Vice President

RAP:nh

cc: Caroon and Black
1600 S.W. 4th
Portland, OR 97201

R.A. Hatch

Hopsing Construction

RECEIVED
NOV 29 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

MANUFACTURERS AND DISTRIBUTORS
STREET AND HIGHWAY SIGNS - SAFETY AND CONSTRUCTION ACCESSORIES

BU
1-1-86

Novemer 21, 1985

Mr. Walter Anderegg
Meadowland Dairy
8440 N.E. Halsey Street
Portland, Oregon 97220

RE: Six Inch Sanitary Sewer Line Conflict
N. E. 82nd Avenue Undercrossing Structure
N. E. Union Avenue - N. E. 87th Avenue
Utility Project - Columbia River Highway
Multnomah County

Dear Mr. Anderegg:

In reviewing the file I note that the Highway Division has still not been paid the approximate $20,000.00 for the relocation of the sanitary sewer that serves your dairy. The recent bankruptcy does not discharge this obligation to the State of Oregon. In reviewing the file I note that the sanitary sewer was in the highway right-of-way by virtue of a permit which required you to pay for any costs of relocation.

Unless these costs are paid, or arrangements made for their payment, it will be necessary for the State of Oregon to institute legal proceedings to collect the same.

I would suggest that you discuss this matter with your attorney and let me know within thirty (30) days what action you choose to take.

If I do not receive a reply within thirty (30) days I will assume that you do not choose to settle the matter and will authorize the institution of legal proceedings.

Sincerely yours,

Jack L. Sollis
Assistant Attorney General

JLS:bk

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
NOV 29 1985
BARBARA ROBERTS
SECRETARY OF STATE

November 20, 1985

IN REPLY REFER TO
FILE NO.:
CON 5 - 9594 noted
9621 noted
9513 Noted

Furrer & Scott
Law Offices
P. O. Box 23414
Tigard, OR 97223

Attention: Marcia Jory

Thank you for your letter of October 22 advising that your client, Star Rentals, Inc., has received a partial payment in the amount of $1,250.85.

This was in reference to claims against Contract Nos. 9594, 9621, and 9513.

This information will be noted in our records. Please advise us when the remaining $3,760.32, plus interest, has been paid.

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch
P. O. Box 6179
Bend, OR 97708

S. J. Groves & Sons Company
2255 116th Ave., N. E.
Bellevue, WA 98004

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P. O. Box 3825
Portland, OR 97208

Industrial Indemnity Co.
Attn: Bond Dept.
421 S. W. Sixth Avenue
Portland, OR 97204

Corroon and Black of Oregon
P. O. Box 8699
Portland, OR 97207

bc: ✓Secretary of State: Filed 9-30-85. CL 1985-0167

NOTED ON CARD
5/21/86 CB

RECEIVED
DEC 6 - 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

LAW OFFICES
FURRER & SCOTT
P.O. BOX 23414
9185 S.W. BURNHAM STREET
TIGARD, OREGON 97223

Patrick J. Furrer
Michael J. Scott
Marcia L. Jory

Area Code 503
Telephone 620-4540

October 22, 1985

Robert Gormsen
Department of Transportation
Transportation Building
Salem, Oregon 97310

Re: Your File Nos.: CON 5, No. 9594, No. 9621, No. 9513

Dear Mr. Gormsen:

In reference to the above-stated matters, this letter is to advise you that my client has received a partial payment in the amount of $1,250.85 on this project. That leaves due and owing a balance of $3,760.32 with interest thereon as allowed by law.

If further payments are received on this matter, I will advise your offices.

Very truly yours,

MLJory

Marcia L. Jory

MLJ/b
cc: Star Rents, Inc.

RECEIVED
OCT 23 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ADMINISTRATION
RECEIVED
OCT 23 1985
☐ M ☐ AM ☐ [illegible] ☐ [illegible] ☐ CA ☐ FE
☐ [illegible] ☐ AS ☐ CL ☐ OS ☐ TA ☐ [illegible]

9594

CL1985-0218

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
NOV 29 1985
BARBARA ROBERTS
SECRETARY OF STATE

November 19, 1985

In Reply Refer To
File No.:

CON 5 - 9513 noted 5/6/86 fr
9621 noted 3-3-86ee fr
9594 [illegible]
9855 noted 5/6/86 fr

Wood, Tatum, Mosser, Brooke & Holden
Law Offices
1001 Southwest Fifth Avenue, Suite 1300
Portland, OR 97204

This will acknowledge your letter dated November 4, 1985, signed by John Mosser, Secretary of Cascade Construction Company, Inc., filing claims against the following Highway Division contracts:

FILED BY:	Cascade Construction Company, Inc.
FOR:	Material
SUBCONTRACTOR:	Hopsing Construction, Inc.
Contract No.:	9513
Prime Contractor:	S. J. Groves & Sons Company
Project:	N.E. Union Ave.-N.E. 39th Ave. (Banfield Light Rail) Columbia River Highway Multnomah County
Amount:	$6,975.14
Surety:	The American Insurance Co.
Contract No.:	9621
Prime Contractor:	S. J. Groves & Sons Company
Project:	S. Banfield Interchange-S.E. Washington St. East Portland Freeway Multnomah County
Amount:	$12,375.61
Surety:	The American Insurance Co.
Contract No.:	9594
Prime Contractor:	R. A. Hatch Co. N. E. 39th Ave.-N.E. 87th Ave. (Banfield Transitway) Columbia River Highway Multnomah County
Amount:	$49,443.45
Sureties:	The American Insurance Co. and Industrial Indemnity Co.
Agent:	Corroon and Black of Oregon

NOTED ON CARD
2-18-86 cc

RECEIVED
DEC 6 1985

Contract No.: 9855
Prime Contractor: Railco Multi Construction, Inc. dba Roadway Constructors Corporation, and R. A. Hatch Co., a JV
Project: Powell Boulevard-Heiney Road Sec.
FAU 9867
Multnomah County
Amount: $1,323.44
Surety: The American Insurance Co.
Agent: Corroon and Black of Oregon

We will advise the sureties and the prime contractors of the receipt of these claims. We will also forward the claims to the Secretary of State for filing.

Please advise this office when your client's claims have been paid.

Robert W. Gormsen
COMMISSION SERVICES

cc: Cascade Construction Company, Inc.
Attn: John Mosser, Secretary
P. O. Box 4267
Portland, OR 97208

R. A. Hatch Co.
P. O. Box 6179
Bend, OR 97708

Industrial Indemnity Co.
Attn: Bond Department
421 S. W. Sixth Avenue
Portland, OR 97204

Roadway Constructors Corp.
3500 S. W. Bond Avenue
Portland, OR 97201

S. J. Groves & Sons Company
2255 116th Ave., N. E.
Bellevue, WA 98004

The American Insurance Co.
Attn: Fidelity and Surety Dept.
P. O. Box 3825
Portland, OR 97208

Corroon and Black of Oregon
P. O. Box 8699
Portland, OR 97207

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
DEC 6 1985
COMMISSION SERVICES

LAW OFFICES
WOOD TATUM MOSSER BROOKE & HOLDEN
1001 SOUTHWEST FIFTH AVENUE, SUITE 1300
PORTLAND, OREGON 97204-1129

ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLY
WILLIAM P. BUREN
JOHN M. COWDEN
KATHERINE H. O'NEIL
CRAIG C. MURPHY
PETER LIVINGSTON

ERSKINE WOOD
(1879-1983)

FRED D. FAGG, III
OF COUNSEL

TELEPHONE (503) 224-5430
CABLE: LINWOOD
RCA 296522
PANAFAX 503-241-7235

November 4, 1985

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Department of Transportation
Transportation Building
Salem, OR 97310

Attn: Robert W. Gormsen,
Commission Services

Re: Cascade/Hopsing Construction, Inc.
Our Ref: 321/85:JDM/PL

Gentlemen:

Cascade Construction Company, Inc. wishes to file the following claims for CTB and cement furnished to Hopsing Construction, Inc.:

Contract No.	Contractor	Surety	Amt. Due	Project
1. 9513	S. J. Groves & Sons Co.	American Insurance Company	$6,975.14	N.E. Union - N.E. 39th Section of Columbia Hwy.
2. 9621	S. J. Groves & Sons Co.	American Insurance Company	$12,375.61	S. Banfield Interchange - S.E. Washington St.
3. 9594	R. A. Hatch Co.	American Insurance Company and Industrial Indemnity Company	$49,443.45	N.E. 87th Section of Columbia River Hwy.

4.	9855	Railco Multi Construction, Inc. dba Roadway Constructors Corp. & R. A. Hatch Co., JV	American Insurance Company	$1,323.44	Powell Blvd. - Heiney Road

Very truly yours,

John D Mosser

JOHN D. MOSSER
Secretary, Cascade Construction
Company, Inc.

13.01/PL
lla

cc: American Insurance Co. (Certified Mail)
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Company (Certified Mail)
421 S.W. Sixth Avenue
Portland, OR 97204

Cascade Construction Co.
Attn: Mr. Jon E. Morris

RECEIVED
NOV 6 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1985-0220

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
NOV 29 1985
BARBARA ROBERTS
SECRETARY OF STATE

November 19, 1985

CON 5 - 9594 IN REPLY REFER TO FILE NO.:

Goldie Gentle Construction, Inc.
5241 N. E. 89th Ave.
Portland, OR 97220

This will acknowledge your letter of October 24, 1985, filing a claim against the following Highway Division contract:

FILED BY:	Goldie Gentle Construction
AMOUNT:	$52,517.90
FOR:	Material
AGAINST (Prime contractor)	R. A. Hatch Co.
SUBCONTRACTOR:	Hopsing Construction, Inc.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Columbia River Highway Multnomah County
SURETY:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon and Black of Oregon

We will advise the sureties, agent, and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid. Our address is 121 Transportation Building, Salem, OR 97310.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

cc: R. A. Hatch Co.
P. O. Box 6179
Bend, OR 97708

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97201

The American Insurance Company
Attn: Fidelity & Surety Dept.
P. O. Box 3825
Portland, OR 97208

Industrial Indemnity Company
Attn: Bond Department
421 S. W. Sixth Avenue
Portland, OR 97204

NOTED ON CARD
5/20/86 CB

[illegible]

RECEIVED
DEC 6 - 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Goldie Gentle
CONSTRUCTION, INC.
5241 N. E. 89th Ave.
PORTLAND, OREGON 97220
255-0718

October 24, 1985

OREGON DEPARTMENT OF TRANSPORTATION
CONTRACTING DIVISION
1158 Chemeketa Street
Salem, Oregon 97310

Attn: BRUCE WALTON

Re: Banfield / 39th to 87th OSHD # 9594

Dear Sir,

We are a subcontractor on the above named Project, working for HOPSING CONSTRUCTION INC., Prime Contractor R. A. HATCH CO.. We have not been paid for work on the project since the April 1985 estimate. Total owin us is as follows:

Bid Item	67 G-2 Inlets 124 @ $305.00 ea.	$37,820.00	
	68 G-2 Mod. Inlets 18 @ $386.00 ea.	6,948.00	
	69 P Inlets 42 @ $220.00 ea.	9,240.00	
	70 B Inlets 4 @ $290.00 ea.	1,160.00	
	71 D Inlets 6 @ $320.00 ea.	1,920.00	
	85 Walks 6,637.9 S. Y. @ $8.40 s.y.	55,758.36	
	86 Driveways 1,119.8 S.Y. @ $11.70 s.y.	13,101.66	
	87 4" Surfacing 1,870.5 S.Y. @ $8185 s.y.	16,553.93	
	89 "C" curbs 14,879.5 L.F. @ $2.89 l.f.	43,001.76	
	90 B-1 Mod. 859.9 L.F. @ $4.00 l.f.	3,439.60	
	91 G-1 Mod. 161.6 L.F. @ $3.35 l.f.	541.36	
	FA # 11 Stairs	3,750.61	
	Total Earned	$193,235.28	**
	Less Backcharges (concrete)	9,896.00	
	Less Previous Payments	130,821.38	
	Amount Due	$52,517.90	**

Quantities may vary slightly when final estimate is computed.
** These figures include retainage.

We hereby make demand for money due us on the Payment and Performance Bond(s) provided on this Project. We have previously made demand to the Bonding Company and Agent.

GOLDIE GENTLE CONSTRUCTION INC.
by William A. Gentle
William A. Gentle, President

RECEIVED
OCT 29 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CC: HOPSING CONSTRUCTION INC.
R. A. HATCH CO.

CL 1985-0201

9594

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
NOV 20 1985
BARBARA ROBERTS
SECRETARY OF STATE

November 19, 1985

CON 5
#9594

IN REPLY REFER TO FILE NO.:

Standard Paving
P.O. Box 7428
Eugene, OR 97401

Attention: Richard E. Wildish, President

This will acknowledge your Notice of Claim dated October 29, 1985, concerning the following Highway Division contract:

FILED BY:	Standard Paving
AMOUNT:	$113,336.99 plus interest
FOR:	Equipment rental, labor and equipment provided
AGAINST (Prime contractor):	R. A. Hatch Co.
SUBCONTRACTOR:	Hopsing Construction
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Columbia River Highway Multnomah County
SURETY:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Company
421 S. W. 6th Avenue
Portland, OR 97204

bc: ✓ Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

COPY

NOTED ON CARD
5/20/86 CS

RECEIVED

NOTICE OF CLAIM ON BOND

(ORS 279.528)

TO: The Honorable Barbara Roberts
Secretary of State
136 State Capitol Building
Salem, Oregon 97310

AND: R. A. Hatch Co.
P. O. Box 6179
Bend, Oregon 97708

DATE: October 29, 1985

RE: Oregon Department of Transportation
Oregon State Highway Division
Project No. 9594

NOTICE IS HEREBY GIVEN that the undersigned, Sauble Landscaping, Inc., an Illinois corporation, dba Standard Paving, has a claim for equipment rental, labor and equipment provided Hopsing Construction in the sum of $113,336.99, plus interest through October 31, 1985, in the amount of $24,816.00. The per diem interest charge from November 1 on is $75.56. This claim is against the bond taken from R. A. Hatch Co. as Principal and The American Insurance Co. and Industrial Indemnity Co. as Surety for the work of construction of the N. E. 39th Avenue to N.E. 87th Avenue Section of the Columbia River Highway (Banfield Light Rail).

Standard Paving
P. O. Box 7428
Eugene, Oregon 97401

By: ______________________
Richard E. Wildish, President

cc: Robert W. Gormsen
Oregon Department of Transportation
Transportation Building
Salem, OR 97310

Hopsing Construction
P. O. Box 12734
Salem, Oregon 97309

RECEIVED
OCT 30 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1985-0190

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
NOV 20 1985
BARBARA ROBERTS
SECRETARY OF STATE

November 19, 1985

Miller, Nash, Wiener, Hager & Carlsen
111 S.W. Fifth Avenue
Portland, OR 97204-3699

CON 5
#9594

IN REPLY REFER TO
FILE NO.:

Attention: Louis G. Henry

This will acknowledge your letter of October 22, 1985, with attached Notice of Claim on behalf of Ash Grove Cement West, Inc., concerning the following Highway Division contract:

FILED BY:	Ash Grove Cement West, Inc.
AMOUNT:	$138,727.56
FOR:	Material
AGAINST (Prime contractor):	R. A. Hatch Company
SUBCONTRACTOR:	Hopsing Construction, Inc.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Columbia River Highway Multnomah County
SURETY:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

COPY

We will advise the sureties, agent, and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your client's claim has been paid.

As requested in your letter, attached is the completed postcard.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

American Insurance Co.
Attn: Fidelity &
Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Company
421 S.W. 6th Avenue
Portland, OR 97204

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED ON CARD
5/20/86 CB

RECEIVED
NOV 2 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

MILLER, NASH, WIENER, HAGER & CARLSEN
ATTORNEYS AND COUNSELORS AT LAW
111 S. W. FIFTH AVENUE
PORTLAND, OREGON 97204-3699

ROBERT S. MILLER
FRANK E. NASH
NORMAN J. WIENER
ORVAL O. HAGER
CLIFFORD N. CARLSEN, JR.
JOHN W. HILL
CURTIS W. CUTSFORTH
MAURICE O. GEORGES
MARK C. McCLANAHAN
DONALD R. HOLMAN
KENNETH W. HERGENHAN
WILLIAM B. CROW
HARVEY C. BARRAGAR
GERALD A. FROEBE
CONRAD L. MOORE
DEAN D. DeCHAINE
R. ALAN WIGHT
DOUGLAS M. RAGEN
J. FRANKLIN CABLE
RICHARD A. EDWARDS
DAVID M. MUNRO
JOHN R. BAKKENSEN
LOUIS B. LIVINGSTON

G. TODD NORVELL
PETER C. RICHTER
DONALD A. BURNS
RICHARD A. CANADAY
RICHARD A. CANTLIN
M. CHRISTIE HELMER
GRAHAM M. HICKS
DAVID C. CULPEPPER
JAMES N. WESTWOOD
J. BARRETT MARKS
DENNIS P. RAWLINSON
DONNA M. CAMERON
JOHN J. DeMOTT
BRUCE A. RUBIN
THOMAS C. SAND
MICHAEL E. ARTHUR
JOHN A. LUSKY
STEVEN O. ROSEN
KEVIN D. PADRICK
JOHN W. OSBURN
JOHN F. NEUPERT
MARY ANN FRANTZ
DONALD P. BOURGEOIS

TELEPHONE (503) 224-5858
TELEX 364462 KINGMAR PTL
TELECOPY (503) 224-0155

COUNSEL
JOHN D. BURNS

OF COUNSEL
GRANT T. ANDERSON

MARK A. ANDERSON
JEFFREY D. AUSTIN
SYBIL R. BARRIER
PAUL BLAYLOCK, M.D.
RECE BLY
HARRY U. BROD
DAVID W. BROWN
STEPHEN K. BUSHONG
GREGORY A. CHAIMOV
BRIAN B. DOHERTY
JEFFREY J. DRUCKMAN
JAMES F. DULCICH
MELINDA S. EDEN
KATHRYN D. FEWELL
MARGARET FIORINO
C. EDWARD FLETCHER, III
JONATHON L. GOODLING
DAVID M. GROGAN
STEVEN M. HEDBERG
LOUIS G. HENRY
DAVID W. HERCHER

FRED M. ISAACS
GENE D. KENNEDY
VICTORIA J. KRISCH
THOMAS E. LINDLEY
ELIZABETH C. MADSEN
LINDA L. MARSHALL
MICHAEL W. MELTZER
JEFFREY S. MERRICK
ERICH W. MERRILL, JR.
P. CONOVER MICKIEWICZ
D. CRAIG MIKKELSEN
JEFFREY B. MILLNER
EVERETT R. MORELAND
JERRY R. PARKINSON
JOHN F. PURCELL
MAUREEN R. SLOANE
JEFFREY C. THEDE
WILLIAM H. WALTERS
REBECCA S. WILSON
DAVID WU

October 22, 1985

State of Oregon
Department of Transportation
Transportation Building
Salem, Oregon 97310

Attention: Mr. Robert W. Gormsen
Commission Services

Subject: Claim of Ash Grove Cement West, Inc., for materials supplied to Hopsing Construction, Inc., on State of Oregon, Department of Transportation, Contract No. 9594

Gentlemen:

We are the attorneys for Ash Grove Cement West, Inc.

Enclosed for filing with the State of Oregon, Department of Transportation, is Ash Grove Cement West, Inc.'s notice of claim in connection with the subject matter. Please let us know the date on which the notice of claim is filed by completing the enclosed postcard and returning the postcard to us.

Very truly yours,

Louis G. Henry

Louis G. Henry

cc w/enc: Hopsing Construction, Inc.
R. A. Hatch Co.
The American Insurance Company
Industrial Indemnity Company

RECEIVED
OCT 23 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE OF CLAIM

To: State of Oregon, Department of Transportation

Notice hereby is given, pursuant to ORS 279.526, that Ash Grove Cement West, Inc., has a claim for cement furnished by Ash Grove Cement West, Inc., to Hopsing Construction, Inc., in the sum of $138,727.56 against the bond taken from R. A. Hatch Co., general contractor, as principal, and Industrial Indemnity Company and The American Insurance Company, as sureties, for the work of the N.E. 39th Avenue - N.E. 87th Avenue Section of the Columbia River Highway in Multnomah County, Oregon, which is known as State of Oregon, Department of Transportation, contract no. 9594.

DATED this 22nd day of October, 1985.

ASH GROVE CEMENT WEST, INC.
111 S.E. Madison Street
Portland, Oregon 97214

By______________________________

Title Asst Treasury

RECEIVED
OCT 23 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

MILLER, NASH, WIENER, HAGER & CARLSEN
ATTORNEYS AND COUNSELORS AT LAW
111 S. W. FIFTH AVENUE
PORTLAND, OREGON 97204-3699

ROBERT S. MILLER
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DONALD P. BOURGEOIS

TELEPHONE (503) 224-5858
TELEX 364462 KINGMAR PTL
TELECOPY (503) 224-0155

COUNSEL
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MAUREEN R. SLOANE
JEFFREY C. THEDE
WILLIAM H. WALTERS
REBECCA S. WILSON
DAVID WU

October 22, 1985

Oregon Secretary of State
143 State Capitol Building
Salem, Oregon 97310

Attention: Public Records

Subject: Claim of Ash Grove Cement West, Inc., for materials supplied to Hopsing Construction, Inc., on State of Oregon, Department of Transportation, Contract No. 9594

Gentlemen:

We are the attorneys for Ash Grove Cement West, Inc.

Enclosed for filing with the Oregon Secretary of State is Ash Grove Cement West, Inc.'s notice of claim in connection with the subject matter. Please let us know the date on which the notice of claim is filed by completing the enclosed postcard and returning the postcard to us.

Very truly yours,

Louis G. Henry

Louis G. Henry

cc w/enc:
Hopsing Construction, Inc.
R. A. Hatch Co.
The American Insurance Company
Industrial Indemnity Company
State of Oregon, Department of Transportation

RECEIVED
OCT 23 1985
COMMISSION
SERVICES
DEPARTMENT

NOTICE OF CLAIM

To: Oregon Secretary of State

Notice hereby is given, pursuant to ORS 279.526, that Ash Grove Cement West, Inc., has a claim for cement furnished by Ash Grove Cement West, Inc., to Hopsing Construction, Inc., in the sum of $138,727.56 against the bond taken from R. A. Hatch Co., general contractor, as principal, and Industrial Indemnity Company and The American Insurance Company, as sureties, for the work of the N.E. 39th Avenue - N.E. 87th Avenue Section of the Columbia River Highway in Multnomah County, Oregon, which is known as State of Oregon, Department of Transportation, contract no. 9594.

DATED this 22nd day of October, 1985.

ASH GROVE CEMENT WEST, INC.
111 S.E. Madison Street
Portland, Oregon 97214

By

Title Asst. Secretary

RECEIVED
OCT 23 1985
COMMISSION
DEPARTMENT OF TRANS

ROW 18-4

STATE OF OREGON

INTEROFFICE MEMO

TO: Richard L. Fleming
Metro Utility Specialist

DATE: September 12, 1985

FROM: Jack M. Cartwright
Utility Relocation Coordinator

RECEIVED
NOV 01 1985
RR & UTILITY UNIT

REC
NOV 01 1985

RECEIVED
NOV 04 1985
LEGAL

SUBJECT: Sanitary Sewer Line Relocation
Meadowland Dairy (Walter Andregg)
N.W. 82nd Avenue U'Xing Structure
N.E. Union Avenue-N.E. 87th Avenue
Utility Project
Columbia River Highway
Multnomah County
Project No. IX-68(4)

Jack Sollis has advised that the bankruptcy proceedings for Andregg (Meadowland Dairy) have been closed and no assets are available. Therefore, there is no money to repay the cost of relocating the sanitary sewer line facilities.

Would you please investigate and determine whether or not the property is presently occupied and if the sanitary sewer line is being used.

Jack has also asked whether or not there is a means to shut off the sanitary sewer line until payment for the relocation work has been made. He has also advised that the issuance of a permit to any new owner of the property should be subject to the payment of the sanitary sewer line relocation costs.

Please supply the requested information at your earliest convenience.

JMC:jr
attach.

cc: Jack Sollis

10-31-85

Jack Cartwright - Ownership of property remains unchanged.

Property is presently Occupied, Sanitary Sewer Line is being used.

there is no means to shut off sewer on Highway R/W.

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 239-8613
Date: October 23, 1985

File No: 9513
9594
9621
Contracts

TO: ROBERT GORMSEN, Manager
Commission Services Section

Harold E. Broderick

FROM: HAROLD E. BRODERICK
Project Manager

SUBJECT: NE Union Ave.-NE 39th Ave. Sec.
Columbia River Highway
Contract No. 9513
STANDARD PAVING DEMAND FOR PAYMENT

Attached is a letter from Allen, Kolmer, Schrader, Yazbec, & Chenoweth, attorneys for Standard Paving, demanding payment for work associated with three paving projects on the Banfield Freeway, to Hopsing Construction.

attachment

ebg

xc: Bruce Walton
A. C. Harwood

RECEIVED
OCT 24 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

no action nec.
info only

ALLEN, KILMER, SCHRADER, YAZBECK & CHENOWETH
ATTORNEYS AND COUNSELORS
A PROFESSIONAL CORPORATION

SOUTH PARK BUILDING
101 EAST BROADWAY
EUGENE, OREGON 97401
503-687-9210

JEFFREY M. KILMER*
JOSEPH A. YAZBECK, JR.
CHARLES R. SCHRADER*
ANDREW K. CHENOWETH
F. GORDON ALLEN
STEPHEN C. VOORHEES

ROBERT L. O'HALLORAN
LYNNIA K. WOODS
JAMES P. LAURICK
FRED L. KOPATICH
GEORGE J. HIBBERT

PORTLAND OFFICE
1650 ONE MAIN PLACE
101 S.W. MAIN STREET
PORTLAND, OREGON 97204
503-224-0055

October 19, 1985

RECEIVED
OCT 21 1985
HAROLD E. BRODERICK
Project Manager

5513.04

CERTIFIED - RETURN RECEIPT REQUESTED

COPY FOR YOUR INFORMATION
FROM CHARLES SCHRADER

Hopsing Construction
P. O. Box 1346
Tualatin, Oregon 97662

Re: Demand Letter on behalf of Standard Paving

Gentlemen:

Sauble Landscaping, Inc. dba Standard Paving (Standard Paving) has asked this firm to represent it in connection with certain past-due amounts owed by Hopsing Construction to Standard Paving for work associated with three paving projects on the Banfield Freeway.

We are informed that the following represents the total amount due Standard Paving under the purchase agreements issued it by Hopsing Construction as allocated between the three projects:

Prime Contractor:	S. J. Groves	R. A. Hatch Co.	S. J. Groves
OSHD Project No.:	9513	9594	9621
Original P.O.Amt.:	$32,309.43	$117,215.07	$74,980.50
Adjustments as of July 31, 1985:	37,826.60	(5,281.60)	(7,824.60)
Sub-total	$70,136.03	$111,933.47	$67,155.90
Interest 1/1/85 to 10/31/85:	11,458.41	18,287.03	10,971.54
Sub-total	$81,594.44	$130,220.50	$78,127.44
Misc.Billings:	1,403.50	1,403.52	1,403.50
Total Due:	$82,997.94	$131,624.02	$79,530.94

Demand is hereby made for payment in full of the total of the above amounts, which is $294,152.90, by October 31, 1985. If payment is not so made, we have been instructed to a file claim on the

*OREGON AND WASHINGTON BARS

payment bonds of the contractors on the three projects and then file suit to recover the amount due including statutorily granted attorney fees.

By way of settlement and compromise, and for no other purpose, Standard Paving will accept a cashier's check payable to Standard Paving in the amount of $249,225.40 (which is the total due less interest) in care of this office as full satisfaction of these claims provided such payment is received by the close of business on Friday, October 25, 1985. If such payment is not made, this offer of settlement and compromise is withdrawn as of 5:01 p.m. October 25, 1985.

We recommend that you consult with your attorney regarding this letter. If you choose not to consult with an attorney, we are prepared to discuss this matter with you in greater detail. We know that Standard Paving feels it is unfortunate that it found it necessary to request our assistance in this matter. However, it clearly has been wronged and it is essential that their claims be promptly resolved to their satisfaction. Its damages increase as each day passes. We trust that you will respond accordingly.

Very truly yours,

Charles R. Schrader

jcc

cc: Addressee (by Regular Mail)
Standard Paving
S. J. Groves & Sons Co.
R. A. Hatch Co.
Levi J. Smith, Esq.
The American Insurance Co.
Industrial Indemnity Company
Harold E. Broderick, ODOT
David L. Jones, ODOT
James McNamee, ODOt

RECEIVED
OCT 24 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

ALLEN, LMER, SCHRADER, YAZBECK & HENOWETH
ATTORNEYS AND COUNSELORS
A PROFESSIONAL CORPORATION

SOUTH PARK BUILDING
101 EAST BROADWAY
EUGENE, OREGON 97401
503-687-9210

JEFFREY M. KILMER*
JOSEPH A. YAZBECK, JR.
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FRED L. KOPATICH
GEORGE J. HIBBERT

PORTLAND OFFICE
1650 ONE MAIN PLACE
101 S.W. MAIN STREET
PORTLAND, OREGON 97204
503-224-0055

October 1[illegible], 1985

OREGON STATE HIGHWAY DEPARTMENT
RESIDENT ENGINEER
RECEIVED
OCT 21 1985
Noted ☐☐☐☐☐☐ 5513.04

CERTIFIED - RETURN RECEIPT REQUESTED

Hopsing Construction
P. O. Box 1346
Tualatin, Oregon 97662

COPY FOR YOUR INFORMATION
FROM CHARLES SCHRADER

Re: Demand Letter on behalf of Standard Paving

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RECEIVED
OCT 22 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

xc - Commission Services✓
Metro Region

info only
MD HEAD Hec.

*OREGON AND WASHINGTON BARS

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Very truly yours,

Charles R. Schrader

jcc

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S. J. Groves & Sons Co.
R. A. Hatch Co.
Levi J. Smith, Esq.
The American Insurance Co.
Industrial Indemnity Company
Harold E. Broderick, ODOT
David L. Jones, ODOT
James McNamee, ODOt

RECEIVED
OCT 22 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

9594 CL 1985-0156

files N

FILED
OCT 8 1985
BARBARA ROBERTS
SECRETARY OF STATE

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

September 30, 1985

Traffic Safety Supply
2324 S.E. Umatilla
Portland, OR 97202

CON 5
#9594

IN REPLY REFER TO
FILE NO.:

Attn: R. A. Parson
Vice President

This will acknowledge your letter of September 19, 1985, filing a claim against the following Highway Division contract:

FILED BY:	Traffic Safety Supply Co.
AMOUNT:	$16,977.59
FOR:	Material
AGAINST (Prime contractor):	R. A. Hatch Co.
CONTRACT NO.:	9594
PROJECT:	N.E. 39th Avenue-N.E. 87th Avenue (Banfield Transitway) Section, Columbia River Highway Multnomah County
SURETY:	The American Insurance Co. and Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

NOTED ON CARD
11-12-85 ac

We will advise the sureties, agent and the prime contractor of the receipt of this claim.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

The American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Company
421 S.W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: ✓ Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

COPY

RECEIVED
OCT 9 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL1985-0167

files

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
SEP 30 1985
BARBARA ROBERTS
SECRETARY OF STATE

September 27, 1985

Furrer & Scott
Law Offices
P.O. Box 23414
Tigard, OR 97223

CON 5
#9594
#9621
#9513

IN REPLY REFER TO FILE NO.:

Attn: Marcia L. Jory

This will acknowledge your letter of September 20, 1985, on behalf of Star Rentals, Inc., filing a claim against the following Highway Division contracts:

FILED BY:	Star Rentals, Inc.
AMOUNT:	$5,011.17
FOR:	Equipment rental
AGAINST (Prime Contractors):	✓ R. A. Hatch Co., Contract No. 9594, N.E. 39th Avenue-N.E. 87th Avenue Banfield Transitway Project S. J. Groves & Sons Company, Contract No. 9621, S. Banfield Interchange-S.E. Washington Street Section, East Portland Freeway, S. J. Groves & Sons Company, Contract No. 9513, N.E. Union Avenue-N.E. 39th Avenue (Banfield Light Rail) Project
SUBCONTRACTOR:	Hopsing Constr. Inc.
SURETIES:	The American Insurance Company and Industrial Indemnity Company
AGENT:	Corroon and Black of Oregon

NOTED ON CARD
11-19-85 ac

COPY

We will advise the sureties and the prime contractors of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your client's claim has been paid.

As this information is filed separately by contract number, in the future, it would be helpful if the claim amount could be broken down by individual contracts.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: American Insurance Co.
Attn: Fidelity & Surety Dept.
P.O. Box 3825
Portland, OR 97208

Industrial Indemnity Company
421 S.W. 6th Avenue
Portland, OR 97204

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

S. J. Groves & Sons Company
2255 116th Ave. N.E.
Bellevue, WA 98004

RECEIVED
OCT 7 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

LAW OFFICES
FURRER & SCOTT
P.O. BOX 23414
9185 S.W. BURNHAM STREET
TIGARD, OREGON 97223

Patrick J. Furrer
Michael J. Scott
Marcia L. Jory

Area Code 503
Telephone 620-4540

September 20, 1985

State of Oregon
Department of Transportation
Room 121
Transportation Building
Salem, Oregon 97301

ATTENTION: Robert Gormsen, Commission Services

Re:	Project:	Banfield Light Rail Project
	Claimant:	Star Rentals, Inc.
	Amount:	$5,011.17
	For:	Equipment Rental

Dear Mr. Gormsen:

Pursuant to our telephone conversation this date, please file a notice of claim on behalf of our client, Star Rentals, Inc., in the above-referenced amount on each of the following ODOT projects:

1. ODOT #9621
   General Contractor: S.J. Groves & Sons;
2. ODOT #9594
   General Contractor: R.A. Hatch; and
3. ODOT #9513
   General Contractor: S.J. Groves & Sons.

Subcontractor:
Hopsing Constr. Inc.
Per. Marcia
Jory-

I have available in my office all of my client's invoices relating to this claim, which invoices total the claimed amount. As these invoices cover an extended period of time (May, 1984 to June, 1985), my client does not know precisely on which projects its equipment was used during the period of rental.

I will appreciate your preparing the requisite claims as soon as possible and filing them with the Secretary of State's office and the prime contractors. As there is some urgency in having these claims filed, please have these claims completed and out by Wednesday, September 26, 1985.

Please call if you have any questions or need additional information.

Very truly yours,

Marcia L. Jory

MLJ/smn
cc: Star Rentals, Inc.

jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO: IX-68(4) [illegible]

2. STATE PROJECT NO: See Below

3. FROM:
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO:

5. ITEM NO: 10030

2A. COUNTY NAME: Multnomah

6. TO:
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310
Copy
#9 [illegible]

7. DATE AUTHORIZATION EFFECTIVE: October 20, 1984

8. FEDERAL ROUTE NUMBER: Primary 68

9. STATE ROUTE NUMBER: Primary 2

10. GENERAL LOCATION:
N. E. Union - N. E. 87th (Banfield)

11. GENERAL DESCRIPTION OF WORK:
Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Utility Adjustment

13. REMARKS

As requested in Mr.Potter's letter of 9-16-85 this will confirm the advance approval date of 10-20-84 contingent upon modification of Project Agreement if additional funds are required to proceed with the acutual adjustments to PGE street light relocation on an actual cost basis estimated to be $942.59 - F. F. $801.00.

The Agreement with Portland General Electric Co. is approved.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

RECEIVED
STATE HWY ENGR
SEP 25 '85
REFER TO Potter
FOR

Info	Invoc	R/D	D/R	Sign	Act	File

Orig to 9/25

14. DATE: 9/24/85

15. SIGNATURE OF APPROVING OFFICIAL: Christianson

16. TITLE: For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

Cascade Construction Company, Inc.
General Contractors
P.O. Box 4267, Portland, Oregon 97208
PHONE: 222-6421
Equal Opportunity Employer

September 17, 1985

Department of Transportation
Transportation Building
Salem, OR 97310

Attention: Robert W. Gormsen, Commission Servicer

Cascade has furnished CTB and cement to Hopsing Construction, Inc. for four OSHD projects which are listed below. Payment is long past due and I wish to notify the general contractors involved and their surety companies. Would you please furnish that information to me for the following projects:

(contractor) (surety)

(1) OSHD #9513 - S. J. Groves & Sons Company - The American Insurance Co.
N.E. Union - N.E. 39th section of Columbia Highway

(2) OSHD #9621 - S. J. Groves & Sons Company - The American Insurance Co.
S. Banfield Interchange - S.E. Washington Street

(3) OSHD #9594 - R. A. Hatch Co. - The American Insurance Co. & Industrial Indemnity Co.
N.E. 87th section of Columbia River Highway

(4) OSHD #9855 - Railco Multi Construction, Inc. dba Roadway Constructors Corporation & R. A. Hatch Co., JV - The American Insurance Company
Powell Blvd - Heiney Road

I appreciate your assistance.

Best regards,

CASCADE CONSTRUCTION COMPANY, INC.

Jon E. Morris
President

9/25 [illegible]

JEM:lsr

cc: Hopsing Construction, Inc.
P.O. Box 1346
Tualatin, OR 97062

RECEIVED
[illegible]

OREGON C.U.P. *(Cleaning Up Pollution)* AWARD — 1974, 1975, 1976
CASCADE CONSTRUCTION CO. INC. has been named the recipient of the Oregon C.U.P. Award for outstanding achievement in protecting the environment.

Jack Cartwright
Utility Engineer

September 6, 1985

Jack Sollis
Assistant Attorney General

Anderegg and Meadowland Dairy
Bankruptcy Case No. 384-00281

Rev
11-1-85

Please be advised that this outfit had their bankruptcy closed out without no assets and therefore had nothing to pay for the pipe extension which according to the last billing I saw is $19,122.78.

It would appear that if there were no assets in bankruptcy that the outfit has gone under and is no longer operating and therefore the sanitary sewer is not in operation.

I would appreciate your checking to see if the sanitary sewer is in operation and if it is, find out who is operating it.

It appears to me that as the Highway Division has paid for the new sewer line across the State Highway, that if there is somebody operating it they are going to have to reimburse us for the relocation costs so they are not going to get a permit. If there is a new party operating it its at a new location and a new pipe and they need a new permit. If it is not being operated, then we should keep a close check and if there are any valves that can be shut off to keep it from being used then shut them off. There may be somebody take over the operation later and when they do they are going to have to pay the relocation cost in order to get a permit.

If you have any questions on this matter, do not hesitate to call me.

JS:bk

ic

U. S. DEPARTMENT OF TRANSPOR TION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-68(4) Banc

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10030

6. TO
Mr. E. S. Hunter
Acting State Highway Engineer
State of Oregon
Salem, Oregon 97310

RECEIVED
STATE HWY ENGR
AUG 20 '85
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

7. DATE AUTHORIZATION EFFECTIVE February 3, 1984

8. FEDERAL ROUTE NUMBER Primary 68

9. STATE ROUTE NUMBER Primary 2

10. GENERAL LOCATION:
N. E. Union - N. E. 87th (Banfield)

11. GENERAL DESCRIPTION OF WORK
Corrected authorization date.

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* See Below

13. REMARKS

As requested by Mr. Potter's letter of 8-14-85 and based on documentation submitted, the authorization date to proceed with inspection work on the 48 inch water main by the City of Portland, Bureau of Water Works is corrected to read 2-3-84.

14. DATE 8/19/85

15. SIGNATURE OF APPROVING OFFICIAL D. K. H

16. TITLE For Division Administrator

FORM PR-1240 PREVIOUS EDITIONS MAY BE USED

7594

STATE OF OREGON

INTEROFFICE MEMO

R CEIVED
SEP 03 1985
LEGAL

TO: Jack Sollis
Attorney-in-Charge

DATE: August 15, 1985

FROM: Mary T. Feldbruegge-Hedrick
Assistant Attorney General

Mary T. Feldbruegge-Hedrick

SUBJECT: Anderegg and Meadowland Dairy
Bankruptcy Case No. 384-00281

Please be advised that the bankruptcy was closed on July 12, 1985, after having been determined to be a no asset bankruptcy. I am returning the file to you.

If you have any questions, please do not hesitate to contact me.

saj:9:Sollis.1

[illegible]
UTILITIES

		Sumns Svd	Jdgmt Ent'd
1	Anderegg, Walter H.		
2			
3			

Employment, Tracing Info, Remarks:

19	ITEM	DB	CR	BAL
	Total balance assgd, incl. Prin. Penalties, Int	XXXXX XXXXX	XXXXX XXXXX	

Hwy 734700 MTF/V

ANDEREGG, Walter H. CHPT. 7 BANKO

G0058-83

Case Type, Agency, Amount

19 84	ACTIVITY	PEND TO	C
12-14	File Rec'd from: HIGHWAY	4-1	
	Corp. Div. Rpt Ordered		
	Motor Vehicle Rpt Ordered		
	UCC Search Requested		
	Do Complaint CC DC Co.		
	Complaint signed & fwd to Court		
	Court Case No. is:		
	Summons Fwd to:		
	Summons Fwd to:		
	ALL DEFENDANTS SERVED		
	Do Dflt J on Deft No.		
	Dflt J on Deft No. fwd to Ct		
	DATE OF JUDGMENT:		
	DPJ & Interrogatories to Deft		

Form A-70 CONTROL CARD - COLLECTION CASES 11.79 W

CONTROL CARD BACK

Case:

NOTE: Keep remarks brief---Use abbreviations. Date and Initial.

4-15 [illegible]

N

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

August 14, 1985

In Reply Refer to
File No.:

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: Gary A. Potter, Manager
Program Section

ORIGINAL SIGNED BY
GARY A. POTTER

RECEIVED
STATE HWY ENGR
AUG 15 '85
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

NOTED
E. S. HUNTER

SECTION: Relocate Pipe Inspection
Bureau of Water Works
City of Portland
N.E. 60th Avenue Pipeline
Crossing
N.E. Union Avenue - N.E. 87th Avenue
Utility Project
Columbia River Highway
Multnomah County
Project No. IX-68(4)

Reference is made to my letters of April 9, 1984 and May 25, 1984 which submitted an estimate of costs of materials, labor and equipment required for the Bureau of Water Works inspection of the 48 inch water main in N.E. Willow Street at N.E. 60th Avenue. The Bureau's estimate is dated November 22, 1983. Copies of my letters and your PR 1240 dated June 8, 1984 approving the inspection costs are attached.

Due to a misunderstanding in communications between the Metropolitan Utility Specialist, the Railroad and Utility Unit and the Bureau of Water Works, an authorization date of May 1, 1984 was requested by Jack M. Cartwright, Utility Relocation Coordinator and approved by C. T. Christianson, Area Engineer. The Bureau of Water Works actually started their inspection work on February 3, 1984.

The inspection work has been completed, a final billing received and audited by the Highway Division Accounting Section. Final inspection costs of $7,388.74 are less than the authorized amount of $7,591.47.

Your approval is requested to amend the relocation agreement to establish an authorization date of February 3, 1984.

JMC:jr

cc: ✓E. S. Hunter
Jack Cartwright
Peter Gonzalez
Rich Evans
R. L. Fleming

Form 734-3122

N

HIGHWAY DIVISION FILE: ACC

File July 31, 1985

Robert N. Bothman
Assistant State Highway Engineer

Banfield Light Rail Construction Fund

Tri-Met has requested the remaining balance of the light rail construction funds. The balance is $3 million.

I have a concern that sufficient funds are available for the Tri-Met local match (the LRT construction fund being a source) to provide match for the contracts administered by the Division, which include a portion of transit work for Tri-Met.

I reviewed the idea of holding a contingency with Ed Hardt, Vern Skoog, Denny Moore and Jack Sollis.

We should proceed with providing Tri-Met the balance of the fund, assuming they have met the requirements of the legislation and will uphold the agreements with the Division.

RNB:lkm

Attachment

cc w/att: Fred D. Miller
H. S. Coulter
Dennis H. Moore
E. L. Hardt
Gary A. Potter
Vern E. Skoog

[redacted]

STATE OF OREGON
HIGHWAY ACCOUNTING
Administration - 378-6578

INTEROFFICE MEMO

TO: Robert N. Bothman
Asst. State Highway Engineer

DATE: July 29, 1985

FROM: Vernon E. Skoog Vern
Controller

SUBJECT: Contract 9594 - Price Agreement #59
(Accelerated Work on the Banfield Light Rail Project)

A dispute has arisen between the Highway Division and Tri-Met on the amount of match that Tri-Met should pay on the subject price agreement. Under the original concept, Tri-Met's match would be $35,750. At the present time, Tri-Met has paid $16,250 as their share of the price agreement for acceleration. This leaves Tri-Met with a questionable balance owing of $19,500.

I talked to Jack Sollis and his opinion was that we should go ahead and pay the contract and settle the participating amounts with Tri-Met at a later date. I have also informed Dennis Moore, Public Transit Administrator that he should inform us when the balance of the Light Rail Construction Fund (General Fund Appropriation) reaches $19,500 and he should hold that amount until this dispute is settled.

Settled

I am attaching all of the pertinent correspondence that relates to this price agreement. If you would like to discuss this further please let me know.

VES:cl

cc: Frank Griffin
Dennis Moore
Jack Sollis

Discussed w/SOLLIS 7-30-85
Bothman

RECEIVED
STATE HWY ENGR
JUL 30 '85
REFER TO
FOR

Info	Invest	R/D	D/R	Sign	Act	File

.5-1307

jc

UMTA-OR-23-9001 N

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. & IX-68(4)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10030

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
JUL 29 '85
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign	[illegible]	File

Orig to
7/29

7. DATE AUTHORIZATION EFFECTIVE February 23, 1983

8. FEDERAL ROUTE NUMBER Primary 68

9. STATE ROUTE NUMBER Primary 2

10. GENERAL LOCATION:
N. E. Union - N. E. 87th Ave. (Banfield)

11. GENERAL DESCRIPTION OF WORK
Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Utility Adjustment

13. REMARKS

As requested by Mr. Potter's letter of 7-1-85 this will confirm the advance approval date of 2-23-83 contingent upon modification of a Project Agreement if additional funds are required, to proceed with the adjustments of the 8 inch water main on N. E. Hoyt St. and N. E. 53rd St. by the City of Portland, Bureau of Water Works. The responsibility for the relocation costs is shared equally by the R. A. Hatch Company (Contractor), the City of Portland, Bureau of Water Works and OSHD. Total cost of relocation is $8,579.31. Federal participation is limited to $2,859.77 - F.F. $2,430.80.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

14. DATE 7/23/85

15. SIGNATURE OF APPROVING OFFICIAL D. K. Hassner

16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

1

1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: July 3, 1985

In Reply Refer to
File No
CON 5

TO: Oregon Transportation Commission

H S Coulter

FROM: H. S. Coulter
State Highway Engineer

CC 6a

SUBJECT: Request for Increase in Project Authorization
NE 39th Ave.-NE 87th Ave. Section
Columbia River Highway, Multnomah County
Contract No. 9594

This interstate transfer contract on the Banfield Transitway Project is nearly finished with completion anticipated in June, 1986. It now appears that the final cost will exceed the project authorization by $1,896,000 or 5.6 percent.

The major increase in the cost of work covered by contract bid items is an increase in the amount of general excavation. The estimate used in preparing plans was made from aerial survey information, and actual field measurements made on the ground during construction resulted in increased quantities. Minor increases also occurred in temporary signs for traffic control, base construction work and in curbs and sidewalk. Together these increases added more than $127,000 to the cost of the project.

Design changes were required after award of the contract in order to accommodate actual field conditions. These resulted in major change orders for additional retaining walls, relocation of storm sewer truck lines, additional signing, electrical work, temporary drainage and striping. These changes added more than $1,110,000 to the cost of the project.

Addition of the above cited extra work caused a delay in the project completion date. That delay jeopardized performance of work under other contracts which were entered into by Tri-Met on the basis of availability of the project as determined from the original specified completion dates on this contract. In order to reduce the impact of the time required to perform extra work, an agreement was made to accelerate the remaining work so as to essentially complete the project within the originally specified time limitation. This agreement added $325,000 to the cost of the project.

There were also additional construction engineering costs incurred in order to properly monitor, inspect and document the added items of work.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $1,896,000 to a new total of $35,252,396.75. This matter will be on the consent calendar for the July 16 meeting.

cc Fred D. Miller
R. W. Gormsen
C. O. Fredrickson
V. E. Skoog
E. L. Hardt
George Bell

STATE OF OREGON **INTEROFFICE MEMO**

Highway Construction 378-6318 FILE: CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: July 3, 1985

FROM: O. B. Jackmond
O. B. Jackmond
Contract Administration Engineer

NOTED
W. E. SCHWARTZ

SUBJECT: Request for Increase in Project Authorization
NE 39th Ave.-NE 87th Ave. Section
Columbia River Highway, Multnomah County
Contract No. 9594

This interstate transfer contract on the Banfield Transitway Project is nearly finished with completion anticipated in June, 1986. It now appears that the final cost will exceed the project authorization by $1,896,000 or 5.6 percent.

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Design changes were required after awarding of the contract in order to accommodate actual field conditions. These resulted in major change orders for additional retaining walls, relocation of storm sewer truck lines, additional signing, electrical work, temporary drainage and striping. These changes added more than $1,110,000 to the cost of the project.

Addition of the above cited extra work was causing a delay in the projected completion date. That delay was jeopardizing performance of work under other contracts which were entered into by Tri-Met on the basis of availability of the project as determined from the original specified completion dates on this contract. In order to reduce the impact of the time required to perform extra work, an agreement was made to accelerate the remaining work so as to essentially complete the project within the originally specified time limitation. This agreement added $325,000 to the cost of the project.

There were also additional construction engineering costs incurred in order to properly monitor, inspect and document the added items of work.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $1,896,000. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: E. L. Hardt
David L. Jones
B. M. Walton
D. L. Trout

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

July 1, 1985

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

FROM: Gary A. Potter
Manager, Program Section

SUBJECT: Water Facilities Adjustment
Bureau of Water Works
City of Portland
N.E. 53rd Ave. @ N.E. Hoyt St.
N.E. Union Ave. - N.E. 87th Ave.
Section
Columbia River Highway
Utility Project No. IX-68(4)

RECEIVED
STATE HWY ENGR
JUL 2 '85
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

E. S

Here is a copy of an actual cost billing to adjust the City of Portland Bureau of Water Works facilities dated October 23, 1983, and a sketch showing the location of the adjustment.

A certification prepared by Richard L. Fleming as to the City's rights in the land occupied by their facilities is in our files.

The conflict was not originally anticipated, therefore, the Bureau of Water Works was advised verbally of the conflict as soon as it was known. The relocation agreement will, therefore, consist of verbal notification of conflict, the billing and sketch submitted herewith and our letter confirming our obligation to reimburse certain costs.

The Bureau of Water Works anticipated conflict on N.E. 53rd Avenue and on N.E. Hoyt St. from N.E. 53rd Avenue easterly (see attached relocation plan sheet). The 8-inch water main on N.E. 53rd was temporarily cut and plugged which resulted in a tee connection at N.E. 53rd Avenue and N.E. Hoyt St. Neither the State Highway Division or the Bureau of Water Works anticipated a conflict between the sanitary sewer relocation on N.E. Hoyt St. westerly of N.E. 53rd Avenue and the Bureau's 8-inch water main and the 8-inch tee at N.E. 53rd Avenue.

Form 734-3122

The contractor's excavation to reconstruct the sanitary sewer line exposed the 8-inch tee and a portion of the 8-inch water main westerly of N.E. 53rd Avenue in N.E. Hoyt St. The Bureau of Water Works was required to perform emergency work to restrain the 8-inch tee and support the exposed 8-inch water main.

The responsibility for anticipating the water facility conflict and providing protection was not clear. The Oregon State Highway Division, the Bureau of Water Works and R. A. Hatch Co. have agreed to share equally in the cost of the water facilities protection provided by the Bureau of Water Works. Total cost of the Bureau's work is $8,579.31. The State's share of the cost will be $2,859.77.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves a segment of facilities less than one mile in length and a crossing of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the Bureau's facilities.

Your approval of the actual cost agreement, as evidenced above, and authorization for the work under the provisions of PPM 30-4 and 30-4.1 is requested. Authorization date of February 23, 1983 was previously established for work in this area. Cost to the State is $2,859.77.

JCM:jr
Enc.

cc: [redacted]
J. M. Cartwright
R. L. Fleming

1591

RECEIVED
JUN 20 1985
LEGAL

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF OREGON

In re
ANDEREGG, WALTER H.
(general partner of Walter H. Anderegg & Sons, an Oregon Partnership dba Meadowland Dairy, and Dahlia Dairy, an Oregon Partnership)
Debtor(s)

NOTED

Case No. 384-00281 (7)

DISCHARGE OF DEBTOR(S)
AND
NOTICE OF HEARING

An order for relief under Chapter 7 of Title 11 of the United States Code was entered on the date shown in the Order for Meeting of Creditors, or Order Amending Schedules, which you originally received in this case for the above named debtor(s), and no complaint objecting to the debtor's discharge was timely filed [or such a complaint was filed, and after due notice and hearing, was not sustained], AND THEREFORE IT IS ORDERED that:

1. The above named debtor(s) be released from all dischargeable debts.

2. Any judgment heretofore or hereafter obtained in any other court is null and void as a determination of the personal liability of the debtor(s) with respect to:

(a) debts dischargeable under 11 U.S.C. §523;

(b) debts alleged to be excepted from discharge under clauses (2), (4) and (6) of 11 U.S.C. §523(a), unless heretofore or hereafter determined by order of this court to be nondischargeable; or

(c) debts determined by this court to be discharged under 11 U.S.C. §523(d).

3. All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above are enjoined from instituting or continuing any action or employing any process to collect such debts as personal liabilities of the debtor(s).

DATED: June 19, 1985.

Elizabeth L. Perris
Bankruptcy Judge

NOTICE IS ALSO GIVEN that on Thursday, July 11, 1985 at 9:00 A.M., a hearing will be held in Courtroom # 1, Ninth Floor of the Orbanco Building, 1001 S.W. Fifth Avenue, Portland, Oregon, to consider agreements of reaffirmation, dischargeability or redemption. The debtor(s) shall appear personally if they entered into any agreement reaffirming in whole or in part any dischargeable debt, any agreement settling a claim of nondischargeablity, or any agreement for redemption.

No asset
closed 7/12/85

CLERK OF THE BANKRUPTCY COURT
1001 S.W. Fifth Ave., 9th Floor
Portland, Oregon 97204

730-PDX (12/21/82)

9594 N

STATE OF OREGON **INTEROFFICE MEMO**

Highway Construction 378-6318 FILE: CON 5

TO: W. E. Schwartz
Asst. State Highway Engineer

DATE: June ~~11~~ 13, 1985

FROM: C. O. Fredrickson
C. O. Fredrickson, P.E.
Construction Engineer

SUBJECT:
Tri-Met/OSHD Participation
39th-87th Avenue Section
Contract No. 9594

We are enclosing several items of correspondence dealing with the subject Section. Mr. Harwood's letter of June 5, 1985 suggests that there are funds available to Tri-Met which could be withheld to cover some of the costs which they have, at the moment, refused to share. Since it appears that this same attitude could easily be applied to other controversial areas of the Banfield and other projects we are administering, it might be advisable to establish some guidelines and come to some agreements at an early date.

Please review the attached correspondence and advise us of what action should be taken. It may be appropriate to set up a meeting between Tri-Met and our administration, since it appears that resolution at the project level is not forthcoming.

COF:mk

Attach.

06115M

cc: Al Harwood

NOTED
W. E. SCHWARTZ

RECEIVED
STAT HWY ENGR
JUN 11 '85
REFER TO
Fredrickson
FOR ✓

file

cy Harwood
Sandmann

cy Chuck—

6/13 I believe that you, Harwood, & I have a meeting to review the contract documents, Const.-finance agreement, & any other pertinent info before we decide on a course of action. Please arrange. Sandmann should probably participate also WES

81-125-1367

STATE OF OREGON **INTEROFFICE MEMO**

TO: C. O. FREDRICKSON
Construction Engineer

DATE: June 5, 1985

FROM: ALLAN C. HARWOOD
Metro Region Operations Engineer

SUBJECT: 39th-87th AVENUE SECTION
Columbia River Highway
Contract 9594

CE__ CAE ✓ RECEIVED LS__ TC__
COE__ OM__ SA__ CC__
OE__ JUN 06 1985 FE__ CP__
CA__ FQC__
CAM__ CONSTRUCTION QCS__
EEO__ SECTION FILE__

Early this year it became apparent that the light rail zone on the 39th-87th Avenue section would not be available to turn over to Tri-Met by April 1 without significant acceleration. The contractor's position was that he had no obligation to make ~~the~~ April 1 since he was entitled to additional time due to extra work that he had been directed to perform. Much of this extra work resulted from changes that Tri-Met requested be made in the project.

We entered into negotiations with the contractor, and Tri-Met, represented by Ron Higbee, John Griffith, and John Taylor, was a party to these negotiations. A program for accelerating the project with revised completion dates was finally agreed to with the contractor being reimbursed costs for this acceleration.

The agreement prepared as a result of these negotiations, also allowed Tri-Met access to portions of the project which the contractor claimed they were not entitled to under the original contract provisions. The agreement also resolved potential time related claims for acceleration the contractor claimed ~~it~~ [illegible] already experienced.

Tri-Met is now refusing to participate in the price agreement compensating the contractor for acceleration. In order to get Hatch's last estimate released, we authorized payment of monies due Hatch under Price 59 without participation of Tri-Met.

I feel this action by Tri-Met is the first step in establishing a position that they are not responsible to participate in any claims which arise out of the Banfield construction projects which are being administered by the Highway Division. I feel this is a totally unreasonable position for Tri-Met to take, and is unacceptable from our standpoint since many of the delays on the project are the result of changes requested by Tri-Met.

More

ODOT does have monies authorized by the legislature for use by Tri-Met in connection with the light rail project. I would suggest that a sufficient portion of these funds be held back from release to Tri-Met to cover Tri-Met's share in the acceleration costs, and in any claims which are pending or may be filed in connection with construction being administered by ODOT. I also suggest that as a means of bringing this matter to head, we advise Tri-Met of our intent to hold back a portion of those funds.

Included for your information are several items of correspondence concerning Tri-Met's participation in Price Agreement No. 59.

ACH/gw
Attachment

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
9002 SE. McLOUGHLIN BLVD., MILWAUKIE, OREGON 97222 PHONE 653-3090

June 5, 1985

In Reply Refer To
File No.

Ron Higbee, Director
Banfield Light Rail Project
421 SW 5th, Suite 600
Portland, OR 97204

In May, about the time estimate payments were to be released to the contractor, I was advised that Tri-Met was refusing to participate in Price Agreement Number 59 for acceleration of work in the light rail zone in the 39th-87th project. Rather than risk holding up the estimate and perhaps experiencing further delays in getting access into the light rail zone and the power substation areas, I requested the Construction Office recode the agreement to 2P. This was done and Hatch was paid.

This does not mean that I have changed my position with regard to Tri-Met's responsibility for assuming a portion of the cost associated with the acceleration of the work in the light rail zone. I request that you reconsider your position in this matter.

ALLAN C. HARWOOD
Metro Region Operations Engineer

ACH/gw

734-1850

MEMO TO THE FILE

April 29, 1985

ALLAN C. HARWOOD
Metro Region Operations Engineer

39th-87th AVENUE SECTION
Columbia River Highway
Contract 9594

I met with Ron Higbee to discuss Tri-Met participation in Price Agreement 59 for acceleration of work in the Light Rail Zone on Hatch's project. He stood by his letter of March 19 in which he stated that responsibility for administering the contract lies solely with ODOT and objected to any participation on the part of Tri-Met. I told him that considering the probability of future claims and, in fact, a substantial claim has been received on the Union-39th Section, that I would not accept his position in this acceleration agreement, since that would be setting a precedent for the participation in future claims.

I pointed out to Ron that there could be some misunderstanding with regard to the change order costs negotiated by ODOT with regard to whether that settled any questions of time or not, however, that for extra work orders there is no agreement between ODOT and the contractor and there obviously is no settlement of the question of time. Also, I pointed that there was some question with regard to the special provisions to the project as to exactly what completion of work in the Light Rail Zone meant. ~~That~~ Hatch's position had been that that didn't mean that he had to clear the structures or provide the Light Rail Zone contractor access through his freeway work.

Also, there was question about the removal of the 82nd Avenue temporary structure. With the structure in place, it precluded construction of Tri-Met's 82nd Avenue Station. Hatch pointed out that in his original schedule he had not called for removal of that structure until August, and that we had not objected to that schedule.

I explained to Ron that in my opinion not only were we buying acceleration from the contractor for areas that under the terms of the contract were to be made available the first of April, but also we were buying acceleration of access to other areas which under the terms of the contract the contractor may not have had an obligation to provide to us by the first of April.

I indicated that while the percentage split was negotiable, the question of whether or not Tri-Met would participate was not. Ron will take the question up with his people and get back to me at a later date.

ACH/gw

Department of Transportation
HIGHWAY DIVISION
Metro Region
9002 SE. McLOUGHLIN BLVD., MILWAUKIE, OREGON 97222 PHONE 653-3090

April 1, 1985

In Reply Refer To
File No

Ron Higbee, Director
Banfield Light Rail Project
421 S.W. 5th, Suite 600
Portland, OR 97204

I received Price Agreement No. 59 for acceleration on the 39th-87th project yesterday, March 28th. The transmittal letter was dated March 19th. As of yet, I haven't seen either of the work orders I handed you on March 14th for the Steel Bridge. Some way or other, we do need to improve the turn-around time on these items. As for the distribution of costs, apparently we have a rather serious disagreement. It remains my position that the acceleration of the 39th-87th section was primarily for Tri Met's benefit to mitigate future delay costs. It is true that up until December we did expect to meet the specified completion dates. However, as stated in all contracts, these dates were not guaranteed.

You and your people were involved in discussions with Hatch about acceleration and, in fact, were directly involved in the negotiations. Had it been totally left up to us, we would have granted Hatch a time extension and not incurred the acceleration costs. I have restored the coding on the price agreement to what it was when it was originally submitted to you. This can be changed if a different distribution is determined appropriate. I'll be happy to meet to discuss the issue with you in more detail. The first week in April is pretty well filled up, however, the second week, the week of April 8th, is clear except for Thursday morning. Please pick a date and time that suits your schedule and let me know.

Allan C. Harwood
Metro Region Operations Engineer

ACH/dk

TRI-COUNTY
METROPOLITAN
TRANSPORTATION
DISTRICT
OF OREGON

TRI-MET
4012 S.E. 17TH AVENUE
PORTLAND, OREGON 97202

BANFIELD LIGHT RAIL PROJECT
421 S.W. 5TH, SUITE 600
PORTLAND, OREGON 97204

05.13.15.2

March 19, 1985

Al Harwood
ODOT
Metro Region
9002 S.E. McLoughlin Blvd.
Milwaukie, OR 97222

Dear Al:

As per our discussion and agreement on March 14, 1985, I am forwarding to you the approved Price Agreement #59 for the ODOT Unit 2 contract. The approval is conditional pending resolution between Tri-Met and ODOT regarding Tri-Met's participation in the $325,000 cost of project acceleration.

It is Tri-Met's position that any costs related to Unit 2 acceleration should not be borne by Tri-Met. While it is true that the ODOT contract includes a substantial amount of LRT construction, the responsibility for managing and administering the contract lies solely with ODOT. When presented with change orders for approval (including those initiated at Tri-Met's request), it has been our understanding that the change order cost negotiated by ODOT included any schedule related charges associated with the change. We had no reason to suspect otherwise given that all prior ODOT project progress reports, both verbal and written, indicated that the contractor was ahead of schedule and the contractual LRT access date would be met.

In order to help resolve this cost split issue in an expeditious manner I would suggest that we get together sometime during the first week in April. Please give me a call and we can set a convenient time for the meeting.

Sincerely,

Ron Higbee

Ron Higbee
Director
Banfield Light Rail Project

RH/cs

Attachment

Banfield
Light Rail
Project

cc: Bob Post w/o attachment
John Griffiths w/attachment

June 10, 1985

PLA

Iva H. Reed
8314 N.E. Wasco St.
Portland, OR 97220

This is in response to our May 3, 1985 letter concerning the Banfield Freeway reconstruction. I'm pleased to advise you that most of the problems cited in your letter are being corrected or will be taken care of upon completion of construction work on the project.

In line with your suggested remedy for the noise problem, a sound barrier, probably a combination of a wall and earth mounding, will be constructed along the exit ramp from the freeway. The wall along the east side of your property will also act as a fence to control trespassing.

When the design of these facilities has been completed and located in the field, we will review the layout for possible improvement to the Wasco Street cul-de-sac.

If we have room we will attempt to comply with your request that the sound barrier along the easterly side of your property be set back to provide room for vehicle door openings. If we are able to provide the requested set back, it will make it virtually impossible for us to maintain the area between your property line and the soundwall. Frequently, in situations such as this, we grant the adjacent owner a use permit so that the owner can plant or landscape that area as they see fit.

With regard to reimbursement for loss of access to the freeway and N.E. 87th Avenue, such loss of access is not compensable. The same is also the case with regard to prohibition of left turn movement off of 82nd Avenue.

I am sorry we cannot provide all of the remedies you requested, but hope that those we will provide will mitigate the most serious of the problems cited.

S/S George Bell for
Fred D. Miller
Director

ACH:gw rw
bc: H. S. Coulter
E. L. Hardt
J. B. Boyd
Steve Green

RECEIVED
STATE HWY ENGR

MAY 7 '85

REFER TO
Hunter

FOR

Info	Inves	R/D	D/R	Sign	Act	File
		X				

for [illegible]

[illegible]

[illegible]
Director of Transportation
Transportation Building
Salem, Oregon 97310

I-84N Freeway Construction
Claim of damages to owner
of Real Property at
8314 N. E. Wasco Street
Portland, Oregon
Owner: Iva H. Reed

The reconstruction of N. E. Wasco Street and the exit ramp from the freeway has caused damages to my property value and inconveniences to the use of my property as follows:

A. NOISE

1. The property previously had no roadway (freeway exit ramp) on the easterly side. Vehicle traffic now creates additional noise in the house and on the property.

2. Prior to reconstrucion of the freeway there was a concrete guardrail barrier on the northerly side of Wasco Street which reduced freeway vehicle noise. This no longer exists.

3. The freeway lanes have been elevated above the old grade and moved closer to the property which increases the noise.

4. The Union Pacific railroad grade was separated by a slope-berm from the property. This no longer exists and railway noise has increased.

B. ACCESS TO STREETS AND FREEWAY:

1. The property previously had a full roadway width access to N. E. 87th Avenue and the freeway. Reconstruction of the freeway has removed both of these accesses.

2. The poorly designed cul-de-sac on Wasco Street has severely restricted ingress and egress to the property. Backing into or from the driveway has been made extremely difficult by the shape of and the curb and guardrail of the cul-de-sac.

3. I previously shared driveway width with the residence on the east. The adjacent driveway has been removed leaving me insufficient width for entering and exiting a vehicle in my driveway when parked alongside of my house.

4. Access to Wasco sreet when southbound on 82nd Avenue has been eliminated and requires driving around the block with Multnomah Street and 81st Avenue.

E.S.H.
5-9-85
Boyd - R/D please
E.H.

5-9-85
Cy to Boyd.
P.W.

RECEIVED
DOT DIRECTOR

MAY 6 '85

REFER TO
Coulter

FOR

Info	Inves	R/D	D/R	Sign	Act	File
		X				

C. CONSTRUCTION INCONVENIENCE :

1. Clutter of construction trucks, trailers, machinery and materials parked in the cul-de-sac and on Waco Street east of 82nd avenue have caused severe inconvenience to all properties on this street but especially to my property due to the shape of the cul-de-sac at my driveway.
2. Uncontrolled weed growth and continued lack of maintenance of the highway right-of-way east of my property has been a severe nuisance.
3. Removal of the private ownership of the property lot to the east of my property has encouraged area residents to cross my property via the freeway ramp right-of-way.

SUGGESTED REMEDIES :

1. Reconstruct the Wasco Street cul-de-sac to provide suitable ingress and egress from my driveway.
2. Construct a sound barrier along the southerly and westerly sides of the exit ramp from the freeway to Multnomah St.
3. Construct a fence along the easterly side of my property to prohibit area residents from crossing the property. This fence should be set back a minimum of four feet from the property line to provide sufficient room for vehicle door openings.
4. Reimburse me a sum(to, be negotiated) for damages to the property and for loss of access and inconvenience caused by the reconstruction of the freeway and exit ramp to Multnomah Street.

Or, inlieu of the above suggested remedies, out-right purchase of my property at prior appraised value to permit me to move to a location not subject to the complained of conditions.

Iva H. Reed

Iva H. Reed
Owner,
8314 N. E. Waco Sttreet
Portland, Oregon 97220

STATE OF OREGON **INTEROFFICE MEMO**

TO: E. S. Hunter, Assistant
State Highway Engineer

DATE: May 14, 1985

JB Boyd

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

SUBJECT: Request of Iva H. Reed
Owner Lot 16 & 17, Block 10
Lee-Bow Park
Multnomah County
Banfield Transitway Project

This particular problem has been brought to our attention previously by the property owner directly across Multnomah Street by headlights and vehicles driving toward his house. I would judge anything that is accomplished in this area will require duplication of efforts for all the adjacent property owners to this ramp.

This ramp is unique in the way it was constructed through a city block to a city street. The character of traffic on N.E. Multnomah has been changed. The access to those properties remaining on Wasco has been changed, as well as the general conditions existing adjacent to the ramp between it and N.E. 84th.

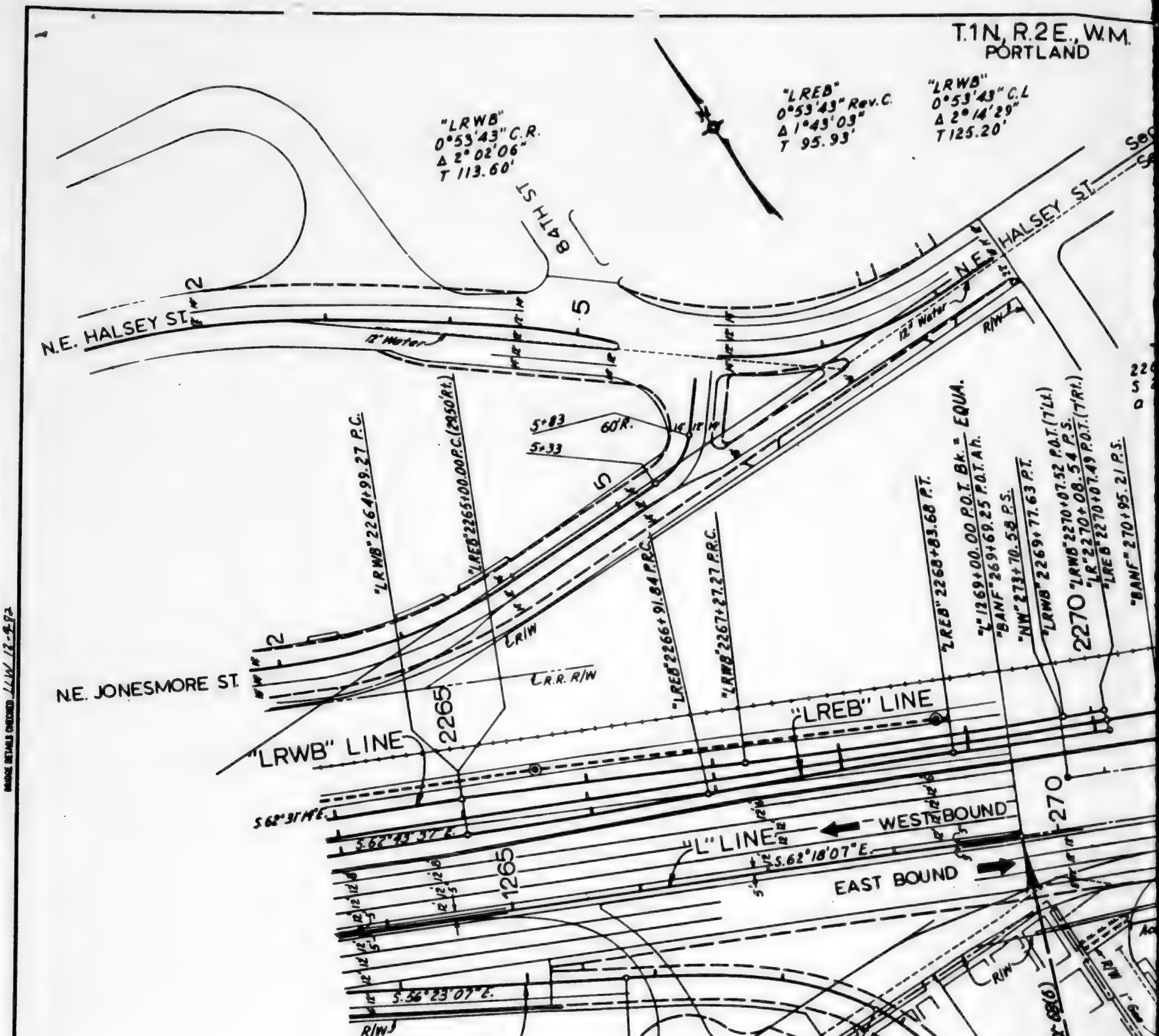
It would appear to me that in the investigation made by Region I that they should address all these problems.

5-14-85

To Mellen

OK ESH

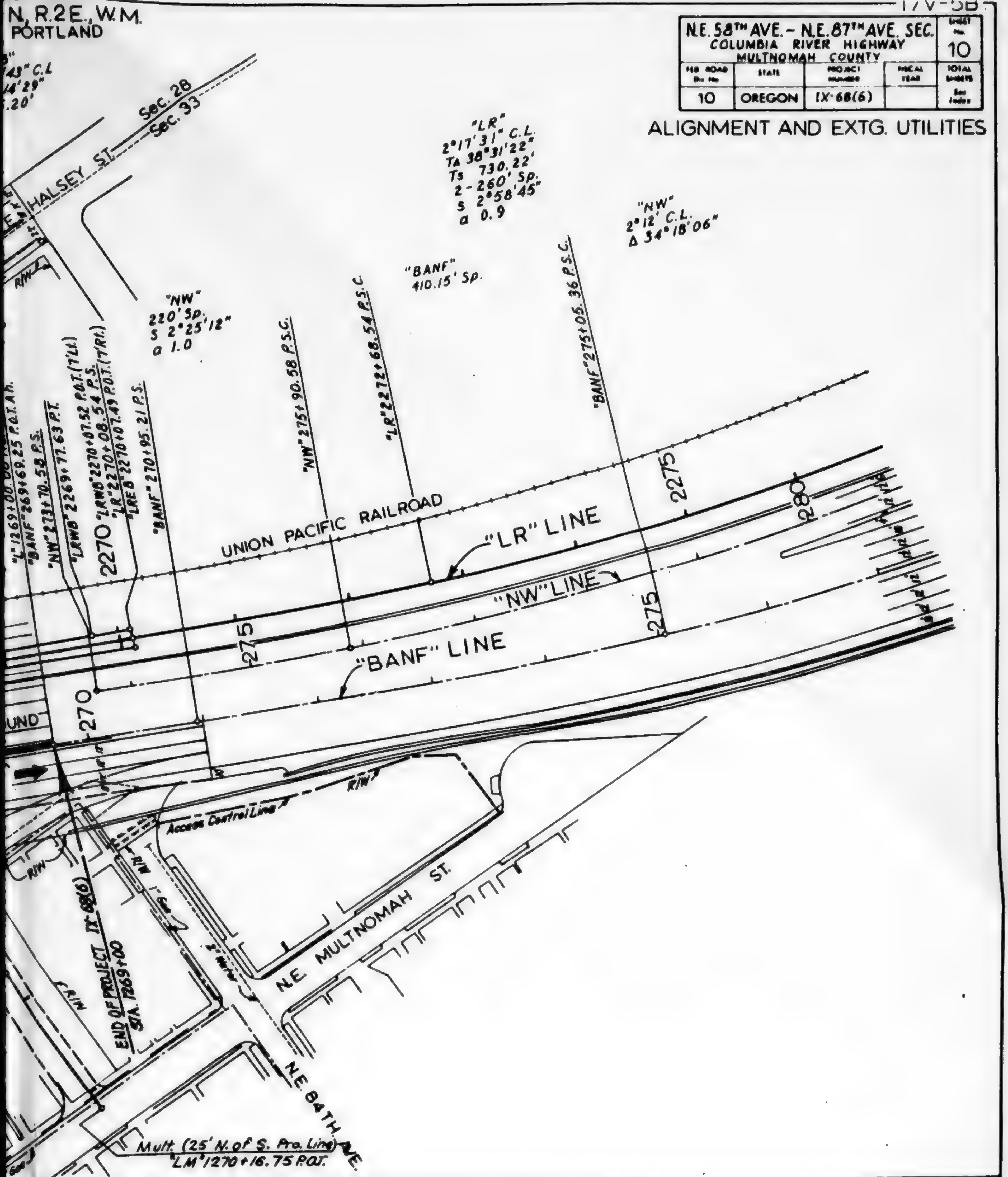
JBB:jh
attach.

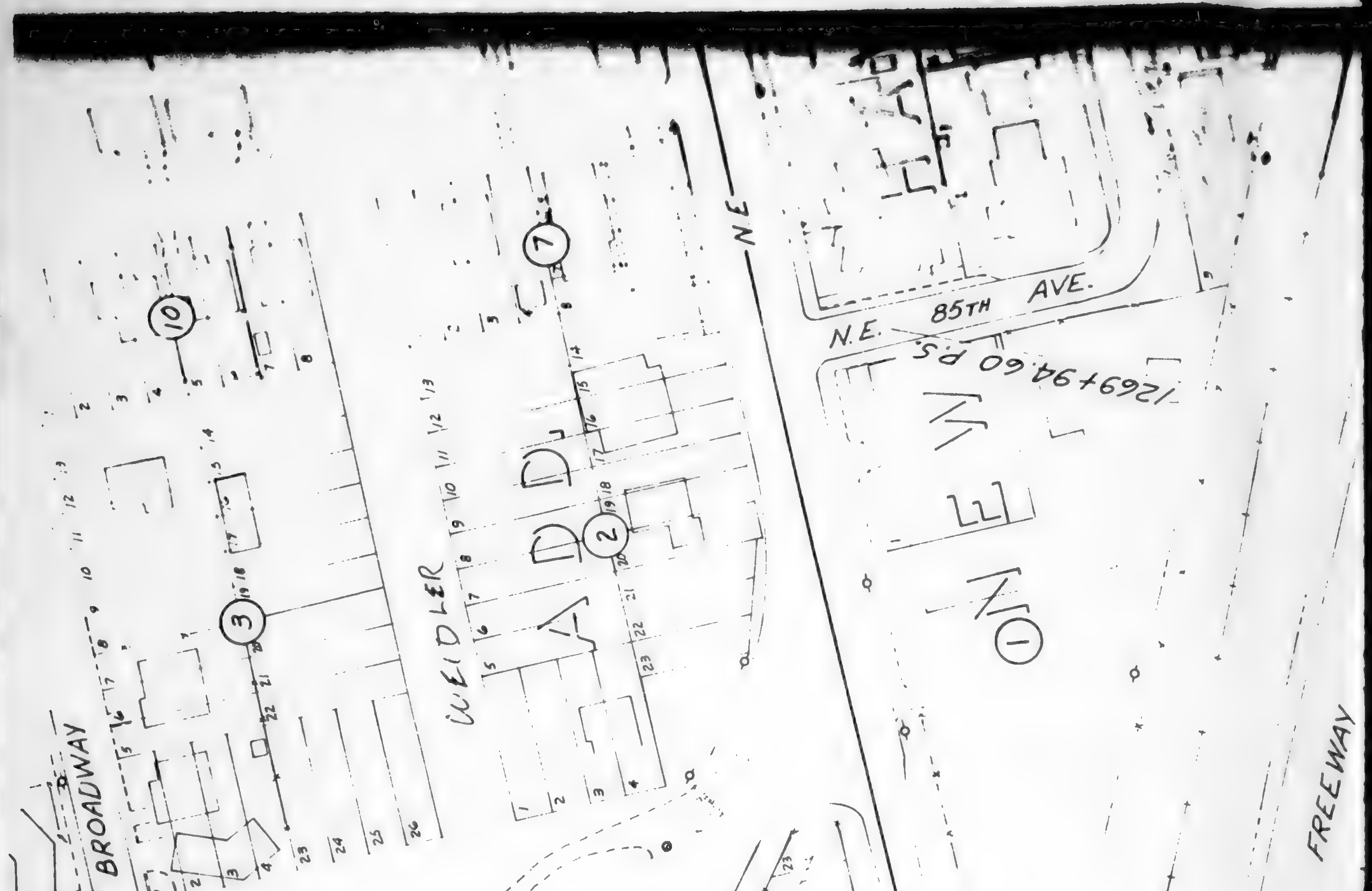

T.1N, R.2E., W.M.
PORTLAND
"LRWB"
0°53'43" C.R.
Δ 2°02'06"
T 113.60'
"LREB"
0°53'43" Rev.C.
Δ 1°43'03"
T 95.93'
"LRWB"
0°53'43" C.L
Δ 2°14'29"
T 125.20'
84TH ST
N.E. HALSEY ST.
N.E. HALSEY ST.
12" Water
12" Water
R/W
5
5
2
2
5+83
5+33
60'R.
"LRWB" 2264+99.27 P.C.
"LREB" 2265+00.00 P.C. (28.50' Rt.)
"LREB" 2266+91.84 P.R.C.
"LRWB" 2267+27.27 P.R.C.
"LREB" 2268+83.68 P.T.
"L" 1269+00.00 P.O.T. Bk. = EQUA.
"BANF" 269+69.25 P.O.T. Ah.
"NW" 273+70.58 P.S.
"LRWB" 2269+77.63 P.T.
"LRWB" 2270+07.52 P.O.T. (T'Lt.)
"LR" 2270+08.54 P.S.
"LREB" 2270+07.49 P.O.T. (T'Rt.)
"BANF" 270+95.21 P.S.
2270
2265
N.E. JONESMORE ST.
L R/W
L R.R. R/W
"LREB" LINE
"LRWB" LINE
S.62°31'14"E.
S.62°43'37"E.
"L" LINE
WEST BOUND
EAST BOUND
S.62°18'07"E.
1265
270
S.56°23'07"E.
R/W
"LM" LINE
"LM" 1267+77.88 P.S.
6" Water
"LM" 1267+77.85 P.S.C.
"LM" 1268+71.50 RT.
8314
NE WASCO
N.E. WASCO ST.
"LM"
200' Sp.
S 30°00'
a 15.0
"LM"
30° C.R.
TΔ 59°40'59"
Ts1 203.60'
Ts2 119.57'
R/W
R/W
END OF PROJECT IX-98(6)
STA. 1269+00
Mult.

17V-5B

N.E. 58TH AVE. – N.E. 87TH AVE. SEC. COLUMBIA RIVER HIGHWAY MULTNOMAH COUNTY				SHEET No. 10
FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
10	OREGON	IX-68(6)		See Index

ALIGNMENT AND EXTG. UTILITIES


N, R.2E., W.M.
PORTLAND
43" C.L
14'29"
.20'
Sec. 28
Sec. 33
HALSEY ST.
R/W
"LR"
2°17'31" C.L.
TA 38°31'22"
Ts 730.22'
2-260' Sp.
S 2°58'45"
a 0.9
"NW"
2°12' C.L.
Δ 34°18'06"
"BANF"
410.15' Sp.
"NW"
220' Sp.
S 2°25'12"
a 1.0
"L" 1269+00.00
"BANF" 269+69.25 P.O.T. Ah.
"NW" 273+70.58 P.S.
"LRWB" 2269+77.63 P.T.
"LRWB" 2270+07.52 P.O.T. (T'Lt.)
"LR" 2270+08.54 P.S.
"LREB" 2270+07.49 P.O.T. (T'Rt.)
"BANF" 270+95.21 P.S.
"NW" 275+90.58 P.S.C.
"LR" 2272+68.54 P.S.C.
"BANF" 275+05.36 P.S.C.
UNION PACIFIC RAILROAD
"LR" LINE
"NW" LINE
"BANF" LINE
2270
2275
2280
270
275
275
UND
R/W
Access Control Line
END OF PROJECT IX-68(6)
STA. 1269+00
N.E. MULTNOMAH ST.
N.E. 84TH AVE.
Mult. (25' N. of S. Pro. Line)
"LM" 1270+16.75 P.O.T.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N.E.
WEIDLER
ADD
NE
N.E. 85TH AVE.
1269+94.60 P.S.
NEW
FREEWAY
S 62°18'07"E
1265
U.P.R.R.
IELD
①
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⑤
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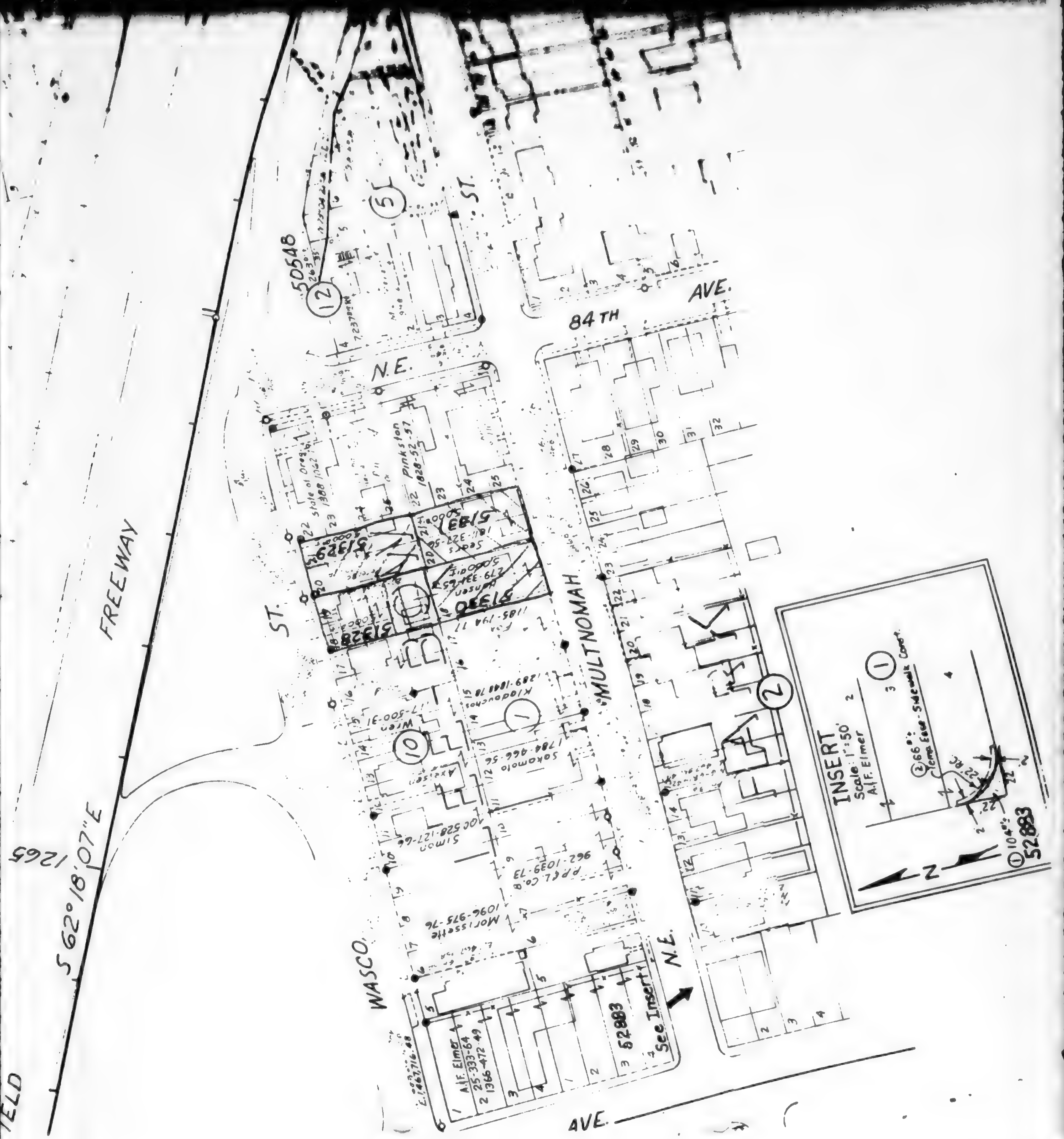
⑩


FREEWAY
S 62°18'07"E
1265
WASCO
ST.
N.E.
84TH AVE.
MULTNOMAH
AVE.
N.E.
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52883
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Wren
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2
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① 104 sq ft
52883
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SERIES TITLE:

Contracts

LAST RECORD
IDENTIFICATION:

Contract # 9594

OMI **Oregon Micro-Imaging, Inc.**

1790 West Eleventh Ave.
Eugene, OR 97402
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Portland, OR 97224
503/620-3333

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Ending File CONTRACT # 9594

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END
OF
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